



Bonita Springs Fire Control & Rescue District
Station Four Administrative Building
27701 Bonita Grande Drive
Bonita Springs, Florida 34135

**City of Bonita Springs
City Council
Meeting Agenda**
February 21, 2024
9:00 a.m.

If you plan to address the City Council, please complete a “Public Comment Card” located on the table outside of Chambers. Completed comment cards should be submitted to the City Clerk prior to the start of the meeting.

To submit your public comment in writing, please email your name, address, and comments to CITYMEETINGS@CITYOFBONITASPRINGS.ORG. **Any written public comment must be received by 3:00 p.m. on February 20, 2024.**

The City of Bonita Springs will not discriminate against individuals on the basis of race, color, national origin, sex, age, disability, religion, income, or marital status. To request an ADA-qualified reasonable modification at no charge to the requestor, please contact City Clerk Mike Sheffield by calling (239) 949-6262 at least 48 hours prior to the meeting.

If a person decides to appeal a decision made by the Council on any matter at this meeting, such person must have a verbatim record of the proceeding to include the testimony and evidence upon which such appeal is to be based.

1. Call to Order
2. Invocation
3. Pledge of Allegiance
4. Roll Call
5. Approval of Agenda
6. Mayor’s Welcome
7. Public Comment on Agenda Items

8. Consent Agenda:

- A. Approval of minutes from the City Council meeting held on February 7, 2024.
- B. Confirm and ratify Resolutions extending the local State of Emergency due to Hurricane Ian. (Green Sheet 24-02-026)
- C. Approval of the Fourth Amendment to the Second Concessionaire Agreement with CGT Kayaks, Inc., to extend the term of the agreement for an additional six month term. (Green Sheet 24-02-027)
- D. Approval of the Special Event Permit for the Celebrate Bonita Festival 2024 and the closure of Old US 41 Road from Wilson Street to Ragsdale Street, on Saturday, April 27, 2024. (Green Sheet 24-02-028)
- E. Authorize staff to complete a Memorandum of Understanding with Lee County to utilize cabinet/rack space at the Emergency Operations Center. (Green Sheet 24-02-031)
 - Opportunity for City Council Comments on Consent Agenda

9. Public Hearings:

- A. Second Reading and Public Hearing of an ORDINANCE OF THE CITY OF BONITA SPRINGS FLORIDA, AMENDING THE BONITA SPRINGS LAND DEVELOPMENT CODE CHAPTER 4 – ZONING, TO AMEND CHAPTER 4, ARTICLE V, DIVISION 11, SUBDIVISION II, DOWNTOWN FORM-BASED CODE (SECTION 4-866) CREATING AN ADMINISTRATIVE VARIANCE PROCESS; TO AMEND CHAPTER 4, ARTICLE VI, DIVISION 17- CONSTRUCTION OF FENCES; TO ADOPT CHAPTER 4, ARTICLE VI, DIVISION 44- EMPLOYEE LIVING FACILITIES CREATING PROPERTY DEVELOPMENT REGULATIONS FOR EMPLOYEE LIVING FACILITIES; PROVIDING FOR CONFLICTS OF LAW, SEVERABILITY, CODIFICATION, SCRIVENER’S ERRORS, AND MODIFICATIONS THAT MAY ARISE FROM CONSIDERATION AT PUBLIC HEARING AND AN EFFECTIVE DATE. (Green Sheet 24-02-030)

10. City Attorney’s Items:

- A. Approve land dedication and berm agreement as well as accept deeds from Lee County and authorize the Mayor to execute documents in furtherance of acceptance. (Green Sheet 24-02-032)
- B. Accept a drainage and access easement from BG Mine, LLC and authorize the Mayor to execute documents in furtherance of acceptance. (Green Sheet 24-02-033)

11. City Manager's Items:

- A. Discussion regarding a City representative to the CDBG-DR Grant Funding Project Application Evaluation Committee (Green Sheet 23-02-029)
- B. Update on Hurricane Ian recovery.

12. Mayor and Council Member Reports

13. Public Comment

14. Adjournment



Bonita Springs Fire Control & Rescue District
Station Four Administrative Building
27701 Bonita Grande Drive
Bonita Springs, Florida 34135

City of Bonita Springs
City Council
Draft Meeting Minutes

February 7, 2024
5:30 p.m.

1. Call to Order

Mayor Steinmeyer called the meeting to order at 5:30 p.m.

2. Invocation

The invocation was provided by Rev. Russ Winn of The Springs of Bonita Outdoor Church.

3. Pledge of Allegiance

Mayor Steinmeyer led the Pledge of Allegiance.

4. Roll Call

The City Clerk called the roll:

*Present: 7 Mayor Steinmeyer, Council Member Bogacz, Council Member Purdon, Council Member Carr,
Council Member Corrie, Council Member Fullick, Deputy Mayor Forbes*

Absent: 0

5. Approval of Agenda

Council Member Carr motioned to approve the agenda; Council Member Corrie seconded the motion. The motion carried 6-1 (Mayor Steinmeyer opposed).

6. Mayor's Welcome

Mayor Steinmeyer welcomed attendees.

7. Public Comment on Agenda Items

None.

8. Presentations:

A. Presentation of the Resilient Lee Recovery & Resilience Plan – Hurricane Ian Recovery Strategy.
(Green Sheet 24-02-025)

Lee County Manager Dave Harner provided an overview of the draft Recovery and Resilience Plan, which was provided in hard copy to Council Members in advance of the presentation (on file in the City Clerk's office). He also reviewed the next steps leading to the final adoption of the plan by Lee County Board of County Commissioners, which is expected to be on a BoCC meeting agenda in late March.

B. Presentation by the Lee County Office of Strategic Resources and Government Affairs regarding the Lee Cares Hurricane Ian Housing Recovery Program. (Green Sheet 24-02-024)

Jeannie Sutton, Deputy Director, Lee County Strategic Resources of Government Affairs, provided an overview of the Lee Cares Housing Recovery Program, which included categories of funding assistance and eligibility requirements. She also reviewed various methods to apply for funding, and provided dates and locations of Intake Centers, including the Bonita Springs City Hall location on February 8, 15, 22 and 29.

9. Consent Agenda:

Deputy Mayor Forbes motioned to approve the Consent Agenda; Council Member Corrie seconded the motion. The motion carried unanimously.

- A. Approval of minutes from the City Council meeting held on January 17, 2024.
- B. Confirm and ratify Resolutions extending the local State of Emergency due to Hurricane Ian. (Green Sheet 24-02-010)
- C. Approval of a Resolution awarding the Road and Bridge Sweeping Project RFB 23-26 to the lowest responsive, responsible bidder, USA Services of Florida, LLC, in the annual bid amount of \$35,957.20, upon approval of all documentation. (Green Sheet 24-02-011)
- D. Approval of a Resolution authorizing the submittal of the West Coast Inland Navigation District (WCIND) grant application for funds to promote safe navigation and water-based activities. (Green Sheet 24-02-012)
- E. Approval of a Resolution awarding Ditch Maintenance Project RFB 23-27 to the lowest responsive, responsible bidder, EarthBalance Corporation, in the annual bid amount of \$146,510.16 (plus Option 1 – Pinecrest Lane Ditch - \$498.33/each on an as needed basis), upon approval of all documentation. (Green Sheet 24-02-013)
- F. Approval of a Resolution accepting the proposal submitted by Wright Construction for the Former Community Hall & Banyan Tree park and approval of a budget transfer in the amount of \$175,000. (Green Sheet 24-02-014)
- G. Approval of the proposal submitted by Adeas-Q for the Pelican Landing Parkway/Old 41/US 41 intersection improvements in the amount of \$124,200. (Green Sheet 24-02-015)
- H. Approval of two purchase agreements to acquire parcels located in the Quinn/Downs/Dean Neighborhood for the Voluntary Home Buyout Program. (Green Sheet 24-02-016)
- I. Approval of a Resolution accepting the resignation of a member of the Local Planning Agency. (Green Sheet 24-02-017)

10. Public Hearings:

- A. First Reading and Public Hearing of an Ordinance of the City of Bonita Springs Florida, amending the Bonita Springs Land Development Code Chapter 4 – Zoning, to amend Chapter 4, Article V, Division 11, Subdivision II, Downtown Form - Based Code (Section 4-866) creating an administrative variance process; to amend Chapter 4, Article VI, Division 17 - Construction of Fences; to Adopt Chapter 4, Article VI, Division 44 - Employee Living Facilities creating property development regulations for employee living facilities.
(Green Sheet 24-02-018)

The Clerk read the title block into the record. Council Member Carr motioned to move to second reading; Council Member Corrie seconded the motion. Mayor Steinmeyer called for public comment; seeing none, asked the Clerk for a roll call vote. The motion carried unanimously.

- B. Public Hearing to allow citizen participation, collect public comment, and receive community input regarding the Hurricane Ian Community Development Block Grant- Disaster Recovery (CDBG-DR) Recovery and Resiliency Planning Program grant applications. (Green Sheet 24-02-020)

Senior Project Manager Elly McKuen began the public hearing by explaining the requirement for citizen participation, stating that this public hearing is opportunity for members of the public to come forward to provide input and comment on the two proposed plans, those being the proposed mobility plan study and the proposed update to the parks master plan.

Ms. McKuen invited members of the public to come forward to comment on the proposed mobility plan study. Seeing none, Ms. McKuen then invited members of the public to come forward to comment on the proposed Parks Master Plan update. Seeing none, she closed the public hearing.

Council Member Carr thanked staff and expressed enthusiasm for upcoming park improvement projects that were previously approved by City Council.

11. City Attorney's Items:

- A. Accept deeds from BG Mine, LLC and Bonita Grande 80, LLC and authorize the Mayor to execute documents in furtherance of acceptance. (Green Sheet 24-02-021)

Council Member Carr motioned to accept deeds and authorize the Mayor to execute documents; Council Member Corrie seconded the motion. The motion carried unanimously.

- B. Approve land dedication agreement and accept deed from the Lee County School Board and authorize the Mayor to execute documents in furtherance of acceptance.
(Green Sheet 24-02-022)

Council Member Carr motioned to accept deeds and authorize the Mayor to execute documents; Council Member Corrie seconded the motion. The motion carried unanimously.

12. City Manager's Items:

A. Presentation and review of the December Financial Report. (Green Sheet 24-02-019)

Lisa Roberson, Finance Director, presented the December Financial Report (on file in the Clerk's office).

B. Consideration of a request from the School District of Lee County to utilize the parcel at 27733 Horne Avenue for staging and operational purposes during the construction period of the Bonita Springs Elementary School renovation project. (Green Sheet 24-02-023)

Council gave direction to move forward with drafting an agreement for consideration at a future Council meeting.

C. Update on Hurricane Ian recovery

City Manager Hunter stated that the City was recently informed that the Lee County Board of County Commissioners established an Evaluation Committee to review and recommend proposals for CDBG-DR infrastructure and planning projects. The County has asked the City to provide a recommendation for appointment; however, individuals recommended for appointment can neither be council members nor city employees.

A discussion ensued regarding concerns over the composition of the Evaluation Committee. Council members agreed that it would be more appropriate if the committee were composed of elected officials or staff members, because in order to be effective, members must be knowledgeable about planning and infrastructure needs.

Council Member Purdon made a motion to send a letter to the Board of County Commissioners asking the Board to reconsider the composition of the Evaluation Committee; Council Member Carr seconded the motion. The motion carried unanimously.

It was further decided that Council members will reach out to any resident that they think is capable of effectively serving on the Evaluation Committee, to gauge their interest in serving, and then bring back names for council consideration at next meeting.

13. Mayor and Council Member Reports

Council Member Bogacz stated that the trip to Tallahassee for the Florida League of Cities Legislative Action Days was productive, and she is grateful to Senator Passidomo and Representative Botana for taking time to meet.

Council Member Purdon commented on Legislative Action Days, stating that meetings with Senator Passidomo and Representative Botana were positive. He also provided an update on negotiations with the Board of Directors of Bonita Wonder Gardens, stating progress has been made. A first draft agreement will soon be provided to council members, for review and comment.

Council Member Carr informed Council of new civics courses being offered at FGCU.

Council Member Corrie also commented on the Legislative Action Days. In addition, he stated he was pleased that the design contract for the future splash pad downtown was approved by Council on today's consent agenda.

14. Public Comment

Jim Magnus with Rooftop at Riverside thanked the Council's and staff's support in the development process for his new project that is now open.

15. Adjournment

There being no further business, the meeting adjourned at 6:53 p.m.

Prepared by:

Mike Sheffield, City Clerk

APPROVED BY CITY COUNCIL

Date: _____

AUTHENTICATED:

Rick Steinmeyer, Mayor

REQUESTED MOTION: Confirm and ratify Resolutions extending the Local State of Emergency due to Hurricane Ian.

REQUESTOR: Arleen M. Hunter, City Manager; Derek Rooney, City Attorney

AGENDA: Consent

STRATEGIC PRIORITY:

BACKGROUND:

Governor Ron DeSantis signed Executive Orders 2022-218 and 2022-219, in response to the anticipated landfall of Hurricane Ian and declared a state of emergency, pursuant to Chapter 252, Florida Statutes. As Hurricane Ian posed a serious threat to our area, an ultimate landfall directly affected the City of Bonita Springs. Consistent with Florida statutes, the following Resolutions were prepared and signed by the Mayor and staff to extend the Local State of Emergency in seven day increments.

At this time, it is appropriate for City Council to ratify the continued Local State of Emergency.

STAFF RECOMMENDATION: Approve

ATTACHMENTS:

1. Resolution No. 24-008 issued on February 5, 2024
 2. Resolution No. 24-014 issued on February 12, 2024
-

REVIEWERS:

City Manager: Arleen Hunter
City Attorney: Derek Rooney
City Clerk: Mike Sheffield

CITY OF BONITA SPRINGS
RESOLUTION NO. 24-008

**AN EMERGENCY RESOLUTION OF THE CITY OF BONITA
SPRINGS DECLARING A STATE OF LOCAL EMERGENCY
RESULTING FROM HURRICANE IAN; AND PROVIDING AN
EFFECTIVE DATE.**

WHEREAS, Governor Ron DeSantis signed Executive Orders 2022-218 and 2022-219, in response to the anticipated landfall of Hurricane Ian and has declared a state of emergency, pursuant to Chapter 252, Florida Statutes; and,

WHEREAS, on September 26, 2022 the City declared a local State of Emergency ahead of the landfall of Hurricane Ian; and

WHEREAS, Hurricane Ian had a significant impact on this area, the effects of which are still being fully ascertained and include extensive flooding, wind and water damage, not only to public infrastructure but to homes and businesses throughout the City; and

WHEREAS, the effects of Hurricane Ian continue to pose a serious threat to the lives and property of residents of the City of Bonita Springs.

NOW, THEREFORE, BE IT RESOLVED by the Mayor on behalf of the City Council of the City of Bonita Springs, Lee County, Florida;

Section 1. The recitals above are hereby incorporated herein.

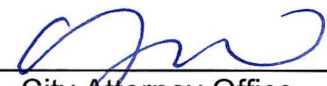
Section 2. The current State of Emergency is extended.

Section 3. This resolution shall take effect immediately upon adoption. Consistent with Florida Statutes §252.38(3), the duration of this state of emergency declared locally is limited to 7 days and may be extended, as necessary by resolution, in 7-day increments.

DULY PASSED AND ENACTED by the Mayor of the City of Bonita Springs, Lee County, Florida, this 5th day of February, 2024.

AUTHENTICATION:

 Mayor  City Clerk

APPROVED AS TO FORM:  City Attorney Office

Date filed with City Clerk: 2/8/24

CITY OF BONITA SPRINGS
RESOLUTION NO. 24-014

**AN EMERGENCY RESOLUTION OF THE CITY OF BONITA
SPRINGS DECLARING A STATE OF LOCAL EMERGENCY
RESULTING FROM HURRICANE IAN; AND PROVIDING AN
EFFECTIVE DATE.**

WHEREAS, Governor Ron DeSantis signed Executive Orders 2022-218 and 2022-219, in response to the anticipated landfall of Hurricane Ian and has declared a state of emergency, pursuant to Chapter 252, Florida Statutes; and,

WHEREAS, on September 26, 2022 the City declared a local State of Emergency ahead of the landfall of Hurricane Ian; and

WHEREAS, Hurricane Ian had a significant impact on this area, the effects of which are still being fully ascertained and include extensive flooding, wind and water damage, not only to public infrastructure but to homes and businesses throughout the City; and

WHEREAS, the effects of Hurricane Ian continue to pose a serious threat to the lives and property of residents of the City of Bonita Springs.

NOW, THEREFORE, BE IT RESOLVED by the Mayor on behalf of the City Council of the City of Bonita Springs, Lee County, Florida;

Section 1. The recitals above are hereby incorporated herein.

Section 2. The current State of Emergency is extended.

Section 3. This resolution shall take effect immediately upon adoption. Consistent with Florida Statutes §252.38(3), the duration of this state of emergency declared locally is limited to 7 days and may be extended, as necessary by resolution, in 7-day increments.

DULY PASSED AND ENACTED by the Mayor of the City of Bonita Springs, Lee County, Florida, this 12th day of February, 2024.

AUTHENTICATION:

Mayor City Clerk

APPROVED AS TO FORM:



City Attorney Office

Date filed with City Clerk: _____


2/15/24

REQUESTED MOTION: Approve the Fourth Amendment to the Second Concessionaire Agreement with CGT Kayaks, Inc. to extend the term of the agreement for an additional six month term.

REQUESTOR: Nicole Perino, Parks and Recreation Director

AGENDA: Consent

STRATEGIC PRIORITY: #8 Economic Development

BACKGROUND:

On December 3, 2014, the City entered into a Second Concessionaire Agreement with CGT Kayaks, Inc., which was set to expire on September 1, 2019. The Agreement provided for drop-in sites at both Riverside Park and River Park, includes an obligation of the City to issue an RFP for non-motorized vessel services at least one year prior to expiration, and dedicates Artist Cottage #6 for the Concessionaire's use.

On September 3, 2018, upon request by Mr. Paeno, Council approved extending the term of the Agreement for an additional three years due to extenuating circumstances that occurred during the term which impacted Concessionaire's business. The First Amendment provided for the following changes 1) Extended the agreement to September 1, 2022. 2) Removed River Park from the agreement 3) Removed the City's obligation to advertise for new proposals one year prior to expiration.

On August 17, 2022, Council approved a one-year extension to the current agreement due to the recent passing of CGT Kayaks CEO John Paeno, in order to allow Mr. Paeno's son, Nick Paeno to organize the affairs of the business. A little over a month later, Hurricane Ian caused widespread devastation to our community including damaging all 6 Artist Cottages with heavy amounts of waterway debris. This caused major interruptions to the Concessionaire's business.

Due to these circumstances, it is being requested to extend the term of the agreement for an additional six-month term in order to allow them to remain as the Concessionaire until the end of peak season as well as allowing for time to either negotiate a new contract or advertise a new RFP for Letters of Interest.

STAFF RECOMMENDATION: Approve the Fourth Amendment to the Second Concessionaire Agreement.

ATTACHMENTS:

1. Fourth Amendment to Second Concessionaire Agreement
2. Second Concessionaire Agreement

REVIEWERS:

City Manager: Arleen Hunter
City Attorney: Derek Rooney
City Clerk: Mike Sheffield
Department Director: Nicole Perino

Council Action: Approved ___ Denied ___ Deferred ___ Other _____

**FOURTH AMENDMENT TO THE SECOND CONCESSIONAIRE
AGREEMENT BETWEEN THE CITY OF BONITA SPRINGS AND
CGT KAYAKS INC.**

THIS FOURTH AMENDMENT to a Second Concessionaire Agreement dated December 3, 2014, is made and entered into this ___ day of February, 2024, by and between the City of Bonita Springs, a Florida municipal corporation whose mailing address is 9101 Bonita Beach Road, Bonita Springs, Florida 34135 (the "City"), and CGT Kayaks, Inc., a Florida corporation whose mailing address is 27600 Horne Ave, Bonita Springs, Florida 34135 (the "Operator").

RECITALS

WHEREAS, the City and Operator first entered into a Second Concessionaire Agreement on December 3, 2014, entered into the First Amendment to the Agreement on May 15, 2019; entered into the Second Amendment on August 17, 2022; and entered into the Third Amendment on May 6, 2023 (the "Agreement"); and

WHEREAS, the Agreement is currently set to expire on March 1, 2024; and

WHEREAS, the City Council now wishes to extend this Agreement for an additional six months to allow continued operations through the peak season.

NOW, THEREFORE, in consideration of the above premise and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the City and Operator hereby agree as follows:

1. The recitals set forth above are true and correct and incorporated into the terms of this Agreement as if set forth herein at length.
2. The term of the Agreement is hereby extended for a period of six (6) months and shall expire on August 31, 2024.
3. Operator must provide the City with a Certificate of Insurance evidencing appropriate workers compensation insurance as required by Chapter 440 of the Florida Statutes prior to the commencement of the extended term authorized hereunder. Alternatively, Operator may elect to file an exemption in order to satisfy the requirements of Chapter 440.
4. All other terms of the Agreement, attached hereto and incorporated herein by reference, shall remain the same.

IN WITNESSETH WHEREOF, the City and Operator have caused this Third Amendment to the Second Concessionaire Agreement to be executed and shall become effective as of the date first written above.

CITY OF BONITA SPRINGS

OPERATOR

Mayor Rick Steinmeyer

Nick Paeno, CEO
CGT Kayaks, Inc

ATTEST:

Mike Sheffield, City Clerk

Date: _____

APPROVED AS TO FORM: _____
City Attorney's office

**FIRST AMENDMENT TO THE SECOND CONCESSIONAIRE AGREEMENT
BETWEEN THE CITY OF BONITA SPRINGS AND
CGT KAYAKS INC.**

THIS FIRST AMENDMENT to a Second Concessionaire Agreement dated December 3, 2014 is made and entered into this 15 day of May, 2019, by and between the City of Bonita Springs, a Florida municipal corporation whose mailing address is 9101 Bonita Beach Road, Bonita Springs, Florida 34135 (the "City"), and CGT Kayaks, Inc. (f/k/a Calusa Ghost Tours, Inc.), a Florida corporation whose mailing address is 27313 Old 41 Road, Bonita Springs, Florida 34135 (the "Operator").

RECITALS

WHEREAS, the City and Operator first entered into a Second Concessionaire Agreement on December 3, 2014 (the "Agreement"); and

WHEREAS, the Agreement is currently set to expire on September 1, 2019; and

WHEREAS, Operator has requested to extend the Agreement for three additional years due to extenuating circumstances that affected his business for a substantial portion of the current term; and

WHEREAS, negotiations have caused the need to modify certain terms of the Agreement.

NOW, THEREFORE, in consideration of the above premises and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the City and Operator hereby agree as follows:

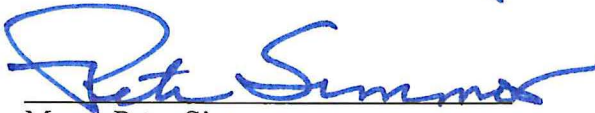
1. The recitals set forth above are true and correct and incorporated into the terms of this Agreement as if set forth herein at length.
2. The term of the Agreement is hereby extended for a period of three years and shall expire on September 1, 2022.
3. The City is hereby released from its obligation to advertise for new proposals at least one year prior to expiration.
4. Paragraphs 1-7 of the section titled River Park, and any other reference to River Park, shall be void and considered removed from the Agreement.
5. Operator must provide the City with a Certificate of Insurance evidencing appropriate workers compensation insurance as required by Chapter 440 of the Florida Statutes prior to the commencement of the extended term authorized hereunder. Alternatively, Operator may elect to file an exemption in order to satisfy the requirements of Chapter 440.

6. All other terms of the Agreement, attached hereto and incorporated herein by reference, shall remain the same.

IN WITNESSETH WHEREOF, the City and Operator have caused this First Amendment to the Second Concessionaire Agreement to be executed and shall become effective as of the date first written above.

CITY OF BONITA SPRINGS

OPERATOR



Mayor Peter Simmons



John Paeno, CEO
CGT Kayaks, Inc.

ATTEST:



City Clerk

Date: 5/17/19

APPROVED AS TO FORM:



City Attorney's Office

**SECOND CONCESSIONAIRE AGREEMENT
BETWEEN
CITY OF BONITA SPRINGS AND JOHN PAENO'S CALUSA GHOST TOURS
(2014 – 2019)**

This Concessionaire Agreement is approved this ____ day of _____, 2014, by and between the City of Bonita Springs, ("City") municipality within the State of Florida, and John Paeno's Calusa Ghost Tours, Inc., ("Operator"), a Florida corporation, licensed to do business in the State of Florida, who agree as follows:

Riverside Park

1. Operator will provide kayaks, canoes, paddleboards and other non-motorized vessels (collectively referred throughout this agreement as "non-motorized vessels") to the public departing from the docks at Riverside Park owned by the City, on the south side of the river, 27300 Old US 41 Road.
2. Operator will provide non-motorized vessels to the public from 9:00 A.M. to 3:00 P.M. during June to September, and 9:00 A.M. to 5:00 from October to May, at least two (2) days per week year-round, of which one day must be on the week-end (Saturday or Sunday). These days are the minimum days of operation. Operator, at its option, may operate on additional days or hours of the week.
3. Riverside Park Compensation: In consideration for the rights and privileges granted, including the use of Cottage No. 6, the Operator agrees to pay the city 2% percent of the gross receipts derived each month during winter season (October to May) from the Operator, with a minimum guarantee of \$300.00 per month. During summer season (June to September), Operator agrees to pay the City a flat rate of \$200.00 per month.
4. Cottage No. 6 is dedicated for use by the Operator under this Concession Agreement, provided that the Operator uses at least 70% of the floor space within the cottage for art, with up to 25% for paddling accessories and snacks and beverages, and up to 5% for non-motorized vessel rental. Operator may have one Kayak or other non-motorized vessel located outside of his cottage on the Liles Plaza area to promote the non-motorized vessel concession. The remainder of the non-motorized vessels will be stored and maintained at Riverside Park dockside in the green space or secured off-site by Operator.
5. It is anticipated that the Operator will bring artists to demonstrate applied arts and storytelling at Riverside Park. It is the responsibility of the Operator that any artist that is brought to the premises, either within or outside of the Cottage, be covered by the Operator's general liability insurance coverage. Any activity or program, including non-motorized vessel rental, must be coordinated with the Parks and Recreation Director so as to make sure that the activity or program does not interfere with other activities at Riverside Park. In no way may the Operator use

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the premises that would inhibit or interfere with the other users of the Cottage or the occupants of the Liles Hotel. The Parks and Recreation Director will resolve any dispute between the Operator and any other occupant or lessee, with failure to abide by that determination may be grounds for termination.

River Park

1. Operator will provide non-motorized vessels to the public departing from the docks at River Park, (West of U.S. 41 on Imperial River), Bonita Springs for the Imperial River.
2. Due to limited parking space for patrons, Operator is granted the exclusive concession for a drop-in / drop-off at River Park (West of U.S. 41 on Imperial River). For the duration of this Agreement, the City will amend its Parks and Recreation Ordinance to prohibit other commercial vendors from using River Park for a drop-in / drop-off with their clients.
3. Operator has the non-exclusive use of the non-motorized vessel launching public pier and dock, but may not charge patrons for the use thereof. Operator does not have the right to charge the general public who uses City facilities with their own non-motorized vessels.
4. Nothing in this concession shall be construed to permit permanent fixtures or signage at River Park, unless otherwise agreed to by the consent of the Parks and Recreation Director. Permanent fixtures may include a paddle craft rack, a rental kiosk and signage. Operator may maintain the storage trailer on site at a City designated area until such time that the City completes the development of the park.
5. The Operator agrees to pay the city 10% percent of the gross receipts derived each month from any sales generated from the River Park (including but not limited to rentals, food, beverages, merchandise and all other items offered for sale). For purposes of determining calculation of gross receipts, a sale will include any patron that launches or returns a non-motorized vessel to River Park, regardless of where the point of sale occurs (e.g., Operator may use a cash register or credit card machine at a different location, including through electronic means, but if a customer either has drop in or drop off of a non-motorized vessel at River Park, Operator must treat that sale as a sale generated from River Park. There is no minimum guaranty of payment at River Park.
6. Operator will provide non-motorized vessel to the public at least ten (10) hours per week, at a minimum of two (2) days per week year-round, of which one day must be on the week-end (Saturday or Sunday). These days are the minimum days of operation. Operator, at its option, may operate on additional days or hours of the week.

7. Operator will hold promotional events at River Park at least four times per year, at least one month apart. Operator will submit flyers advertizing the events at least two weeks prior to the event to the Parks and Recreation Director so that it may be advertised by the City. Operator charging for the event does not need to be in Exhibit A, but must be approved by the Parks and Recreation Director prior to the event.

General Terms

8. Operator will continue to provide services through September 1, 2019. The City will issue a Request for Proposals (RFP) for non-motorized vessel services at least one year prior to expiration. Operator is eligible to apply for the services. The City reserves the right to modify the terms of the RFP as it deems fit.
9. The Operator shall provide at its own expense all equipment. The Operator shall provide and maintain its equipment in good condition. The design and location of the concession area is subject to the approval of the Parks and Recreation Director.
10. The Operator agrees to reimburse the city for any expenses involved in the installation and additional utility connections for new or relocated equipment. Operator also agrees to reimburse the city on a monthly basis for the amount of electrical energy consumed as a result of the concession operation above and beyond the utilities used within the cottage at Riverside Park.
11. All food, beverages, merchandise and all other items offered for sale and the prices to be charged by the Operator shall be subject to the approval of the Parks and Recreation Director. The list of items and prices to be charged must be submitted by the Operator and will be incorporated into this Agreement, upon approval of both parties. The maximum price list for non-motorized vessel rentals, as well as any additional services to go into effect upon execution of this Agreement, is attached as Exhibit A.
12. During the life of this agreement the Operator shall obtain written approval from the Parks and Recreation Director to make any changes to the concession or to increase the price of rental equipment.
13. It is agreed by both parties that the prices to be charged shall be fair and reasonable and commensurate with prices charged for similar non-motorized vessel rentals in the area.
14. The Operator shall keep proper books, records and accounts accurately reflecting total gross sales of the concession and all sums owing to the city. The books, records and accounts shall be available for inspection in the city of between the

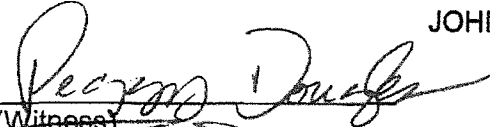
hours of 9:00 a.m. to 5:00 p.m. Mondays through Fridays, inclusive, by any authorized agent of the city.

15. On the tenth day of each month of operation during the life of this agreement, the Operator shall submit to the Parks and Recreation Director a statement, showing for each operating location as designated in this agreement, the total daily and total gross receipts for the month accompanied by payment in full of all amounts which may be due the city; the statement shall be in the detail and form as may be required by the Parks Director. Acceptance by the city of any statement of payment shall not prevent the city from later making a claim for adjustment by reason of errors or omission in the statement or payment.
16. The Operator shall appoint an employee who shall have full and complete control over the operation of the concession and who shall be responsible for all pertinent books and records and all payments made to the city. The Director shall arrange a daily schedule so that he or she will be available to agents of the city during normal business hours on 24 hours' notice.
17. All concessions shall be operated by the Operator's employees.
18. The Operator shall pay all license fees, taxes and comply with all rules, regulations and policies imposed by any city, state or federal authority. The fees and taxes shall not be deducted from any rentals or fees due the city.
19. Additional areas shall be designated for any new concession areas and locations, or activities sponsored by the city, that may become available during the life of this concession upon the request of the Parks and Recreation Director.
20. The location of the Operator's trucks and trailers, and the driveways used for access to these locations at both Liles Hotel and River Park, must meet with the approval of the Parks and Recreation Director.
21. Operator should indicate minimum inventories of rental goods. It is anticipated at least 6 canoes and 10 kayaks of general recreational category must be available for rental at all times and must be of premium quality and maintained in good working order. Additionally, operator must maintain canoe and kayak accessory goods (i.e. paddles, Personal Flotation Devices (PFD's), carriers, etc.). Retail sales may be permitted, as an incidental, consistent with Exhibit A.
22. All employees of operator shall be required to reflect a neat, clean appearance and conduct themselves in a pleasant, helpful, cheerful manner. All employees of Operator will wear Lessee's company identification with employee's name, either with a badge or embroidered on shirt.
23. Operator may make non-exclusive use of the public parking lot adjacent to the leased premises.

24. Operator may make non-exclusive use of the non-motorized vessel launching public pier and dock, but may not charge patrons for the use thereof. Operator does not have the right to charge the general public who uses City facilities with their own non-motorized vessels. The City will maintain and repair as needed existing non-motorized vessel launch facilities utilized as part of this Agreement.
25. Operator shall provide, hold, and have in place at the time of the execution of this Agreement all required insurances and licenses for conducting public water transportation on the Imperial River. Operator will comply with Florida Statutes §327.54 and §327.70. Operator shall procure and maintain Commercial General Liability insurance with minimum limits of \$1,000,000.00 per occurrence for bodily injury and property damage. Said coverage shall include contractual liability relative to this Agreement and list the City Council of Bonita Springs as an additional insured. In addition, Operator shall be responsible for All Risk Property damage coverage including flood, where applicable, for their use of the property on City owned premises. Evidence of the above mentioned coverage shall be submitted to the City via a Certificate of Insurance.
26. Signs will be posted stating that neither the City nor Operator will assume responsibility for lost, stolen or damaged property left on non-motorized vessels, or at the park. Prior to any sign placement, the operator will show plans of the sign to the Parks and Recreation Director who will approve the sign if he determines it is of professional quality. In the alternative, Parks and Recreation may provide signage to assist the public in finding the location of the operator. Further, the City will not be responsible to Operator for damage or loss to the vessels or any equipment that has been placed on City premises. The City will not be responsible for injuries to any person, where such injuries occur during the use of the vessels or tours.
27. In the event that Operator neglects to pay the City the compensation as specified in this Agreement, the City may terminate this agreement immediately without further notice as specified below.
28. Audit privileges of Federal Income Tax returns of the business or the corporation responsible for reporting same are specifically included under this agreement.
29. Any modifications or changes to the agreement; location of non-motorized vessels, operation of non-motorized vessels or any other information pertinent to this agreement shall be delivered via US Mail or facsimile during the term of the agreement with a minimum of 30 days before the expiration of the agreement.
30. The City or Operator may terminate this agreement at any time with no less than 60 days' notice to the non-terminating party if there has been a specific breach of one or more of the articles contained above, or by mutual agreement.

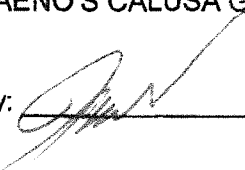
31. Operator reserves the right to add additional tours in anticipation of high volume or remove tours if they are not producing sufficient income to support the tours and/or maintenance costs. City reserves the right to procure other vendors at its locations through a proposal process, in which event operator maintains the right to submit a letter of interest.
32. Operator shall protect, defend, indemnify, save and hold the City, the City Council of Bonita Springs, its agents, officials, employees and servants, including any volunteers, any firm, company, organization or individual, or their contractors or subcontractors with whom Operator may be contracted, harmless from and against any and all claims, demands, fines, loss or destruction of property, liabilities, damages, including incidental, special, actual, punitive, consequential, indirect, environmental pollution, judgments, losses, costs, expenses, suits, actions and causes of action of every kind and character, for claims based on the negligence, misconduct, or omissions of the Operator resulting from the company's non-performance of any of its obligations or operations under this Agreement, which may arise in favor of any person or persons on account of illness, disease, loss of property, services, wages, death or personal injuries resulting from the Operator's performance or non-performance of its obligations or operations under this Agreement, except any damages arising out of personal injury or property claims from third parties caused solely by the negligence, omission(s) or willful misconduct of the City, its officials, commissions, employees or agents which are subject to the limitations as set out in Florida Statutes §768.28, as amended. Further, the Operator hereby agrees to indemnify the City for all reasonable expenses and attorney's fees incurred by or imposed upon the City in connection therewith for any loss, damage, injury or other casualty. The Operator additionally agrees that the City may employ an attorney of the City's own selection to appear and defend any such action, on behalf of the City, at the expense of the Operator. The Operator further agrees to pay all reasonable expenses and attorney's fees incurred by the City in establishing the right to indemnity.

IN WITNESSETH WHEREOF, the CITY and the OPERATOR have caused this license to be executed under seal the day and year first above written.

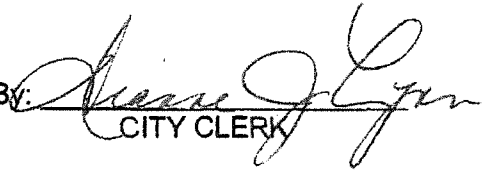

(Witness)

(Witness)

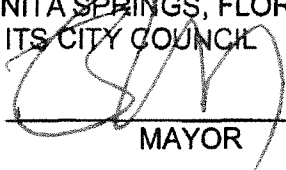
JOHN PAENO'S CALUSA GHOST TOURS, INC.

By: 

Approved at a City Council meeting on the 3 day of Dec., 2014.

By: 
CITY CLERK

BONITA SPRINGS, FLORIDA
BY ITS CITY COUNCIL

By: 
MAYOR

APPROVED AS TO LEGAL
FORM AND SUFFICIENCY


CITY ATTORNEY

Exhibit A

Nicole to get new prices

Single Kayaks

\$25 for 1 ½ hours

\$35 for ½ day

\$50 for full day

Tandem Kayaks and Canoes

\$40 for 1 ½ hours

\$50 for ½ day

\$60 for full day

Tours

ECO Tour (2 hours) \$40 per person

Bat Tour (2 hours) \$40 per person

Beginner Class (2 hours) \$40 per person

CGT Kayaks

Complimentary bottle of water comes with all tours and rentals

PFD, whistle, paddle, & USCG inspected paddle craft provided

Rentals

Singles & SUPs

\$25 1.5 hrs

\$35 half day

\$50 full day

Tandem & canoes

\$40 1.5 hrs

\$50 half day

\$60 full day

\$10 delivery charge if off our designated sites

2 hr - Tours

Eco \$40

Imperial River \$40

Oak Creek \$40

Bat \$40

Bay Front \$40

Beginners class \$40

Summer and Group Rates:

Groups over 10 - 10% discount -

Non-profits - 50% - 100% discounts for example, Bonita Leadership - we will be donating our services for up to 30 people 100% free in Nov. In the past we split rentals 50% - 50% with the Cancer Society.

We also have coupons for \$5 off distributed throughout the county.

REQUESTED MOTION: Approve the special event permit for the Celebrate Bonita Festival 2024 and the closure of Old US 41 Road from Wilson street to Ragsdale Street on Saturday, April 27, 2024.

REQUESTOR: Lora Taylor, Communications Director

AGENDA: Consent

STRATEGIC PRIORITY: N/A

BACKGROUND:

The Celebrate Bonita Festival is an event that celebrates the City's incorporation. This year, Celebrate Bonita will be held on April 27, 2024. The event will be held from 6 pm to 9 pm.

Food and beverage proceeds will benefit the Bonita Springs Assistance Office.

Staff is coordinating the events with the Bonita Springs Fire Control and Rescue District and with the Lee County Sheriff's Office. Lee County Sheriff's Office will provide traffic control and security for the event.

Old 41 from Wilson to Ragsdale will be closed from 5:00 pm-10:00 pm. The road closure would be to assist in pedestrian traffic and safety during a portion of the evening event in preparation.

City Council has approved funds for the Celebrate Bonita Festival.

STAFF RECOMMENDATION: Approve the special event permit for the Celebrate Bonita Festival 2024 and the closure of Old US 41 Road from Wilson street to Ragsdale Street on Saturday, April 27, 2024.

ATTACHMENTS:

1. Special Event Permit Application
2. MOT Map
3. Layout map
4. Fencing map
5. Flyer

REVIEWERS:

City Manager:	Arleen Hunter
City Attorney:	Derek Rooney
City Clerk:	Mike Sheffield
Department Director:	Lora Taylor

You do not have to partner with the charities on this list. You may choose any charity. This list is intended as informational only.

**SPECIAL EVENT
PERMIT APPLICATION**

PERMIT. SEP- _____



City of Bonita Springs
9101 Bonita Beach Road
Bonita Springs, FL 34135

Date Received: _____

Effective Date/Time: _____

Application Fee: ☐ \$50.00
☐ \$25.00 (501C3 organizations)
Fee is non-refundable

Phone: 239/949-6262

Fax: 949-6239

Use this form for: Parades, Festival/Carnival, Any Activity Requiring Off-Site Parking, Street Closure, Sound Amplification or City Personnel, Run/Race/Walk, Art Shows, Concerts, Special Musical Presentation, Street Dances, Photography Shoots, and Fireworks. For information call 949-6262.

Completed Special Event Permits take 45 days to process with all necessary attachments and without errors. Your permit will go to the next City Council Meeting after the 45 days. Please take this into consideration when planning your event.

Organization: City of Bonita Springs

Nature of Event: Celebrate Bonita 2024

Location (Attach Site Plan): Riverside Park

Date

Set-Up Time

Actual Event Times

Take Down Time

April 27th 24

10am

to 6pm

6pm

to 9pm

9pm

to 11pm

For multiple dates, please attach letter.

Has this event been held in the past? yes

If so, when was the last event? 2023

Individual Contact for Activity/Event: Karessa Minoli

Phone: 239-949-6262

Address: 9101 Bonita Beach Rd Se

Website: cityofbonitasprings.org

E-Mail Address: karessa.minoli@cityofbonitasprings.org

Major Sponsor(s): n/a

Promoter(s): n / a

Phone or Contact #: 239-949-6262

- | | Yes | No |
|--|-------------------------------------|-------------------------------------|
| 1. Crowd: Is anticipated crowd size 1,000 or more? | ☒ | ☐ |
| Actual Anticipated number: <u>6,000</u> | | |
| 2. Parking: Will off-site parking be provided? _____ | ☒ | ☐ |
| Will "shuttle" service to parking be provided? By whom? _____ | ☐ | ☒ |
| 4. Noise: Will there be amplified music or entertainment? If yes, please attach type(s) of Entertainment and time(s) of performances(s). <u>Indicated stage location(s) on siteplan.</u> | ☒ | ☐ |

	Yes	No
5. City Co-Sponsorship: Is City co-sponsorship being requested? If yes, please explain with letter of attachment, listing benefitting organizations.	☐	☒
6. Fireworks: Is this a public _____ or private _____ display? Applicant must comply with State Law F.S. 791; and NFPA 1123 and obtain any applicable Lee County permit.	☐	☒
7. Banners, Signs, Etc.: Will exterior banners, balloons, signs or other types of advertising techniques be used? Temporary signs may only be placed in accordance with the Sign Ordinance.	☐	☒
8. Alcohol Beverages: Will alcoholic beverages be sold ☒ or consumed ☒ on the premises? Please check one or both. A copy of the Florida Beverages Commission permit is required to finalize before event. Permit Holder: _____ Division of Alcoholic Beverages and Tobacco: (239) 278-7195.	☒	☐
9. Security: Will private security be provided to protect exhibits, equipment or facilities brought on-site for the event? Name of Company: _____ Contact Number: _____	☐	☒
10. Private Property: Does the applicant own the property where the event is to be held? If not, please attach a letter of permission from the property owner.	☐	☒
11. Public Safety: Will Police and Fire District Personnel be requested? (Based on responses to questions 1-6 certain Public Safety personnel may be required, i.e., Lee County Sheriff's Office, emergency services, fire, etc. Once staffing needs are determined, applicant will be required to provide copies of its contracts detailing obligated public safety staff necessary for event.	☒	☐
12. Tents/Canopies: Will tents or canopies be used? <u>If yes, indicate on site plan the tent size, location, and type of surface on which the tent(s) will be installed and intended use of each tent.</u>	☐	☒
13. Air Conditioning Units/Power Generators: Will exterior air conditioning units or power generating equipment be operated from vehicles or trailers? <u>If yes, indicate location of equipment on-site plan.</u>	☐	☒
14. Food/Cooking: Will food be cooked ☒ catered _____ on-site during this event? <u>Indicate on site plan the location of vendors and cooking equipment to be used.</u> (Appropriately rated fire extinguishers required.) Lee County Health Department approval is required to finalize permit before event. Environmental Health Section: (239) 332-9559.	☒	☐

15. Sanitary Facilities:

- Will temporary sanitary facilities be provided? If yes, indicate location on site plan. ☒ ☐
- Will disposable cardboard trash receptacles be provided? If yes, indicate on site plan. ☐ ☒
- Will additional refuse containers/dumpsters be provided? ☒ ☐

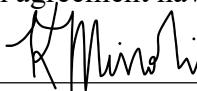
If yes, by whom: Eagle Haulers

16. Insurance Requirement: Permittee is required to obtain and present evidence of surety indemnity bond or comprehensive liability insurance naming the city as an additional insured. The insurance requirement is a minimum of \$1,000,000.00 general liability (personal injury) and \$100,000.00 property damage against all claims arising from permits issued pursuant to this ordinance, naming the city of Bonita Springs **as additional insured**. If the event poses higher risks than covered by such insurance, permittee shall be responsible for assessing the risks of the event and obtaining additional insurance coverage.
17. Non-Profits are required to provide either a form 990 or a financial report to the city showing revenue from the event where at least 10% of the proceeds will remain within the Bonita Springs area, supporting the community or charities, within 60 days after the event. If the event is of a non-monetary nature, the non-profit must show they provide an impact to 5% of the area.

DURING REVIEW BY VARIOUS CITY DEPARTMENTS, ADDITIONAL CONDITIONS MAY BE IMPOSED. THIS PERMIT IS VALID ONLY FOR THE TIME INDICATED ON THIS PERMIT. IN THE EVENT THAT THE APPLICANT FAILS TO FULFILL THE REQUIREMENT(S) AS SET FORTH IN THIS PERMIT, OR FAILS TO OBTAIN PROPER AUTHORIZATION TO PROCEED IF CONDITIONS HAVE CHANGED ON THE EXPECTED OUTCOMES, IMPACTS, OR SPECIFICATIONS, INCLUDING BUT NOT LIMITED TO TIME AND ACTIVITIES, THE PERMIT MAY BE CANCELLED BY THE CITY MANAGER AND THE ACTIVITY SHALL CEASE IMMEDIATELY.

I, the undersigned, will indemnify, defend, and hold harmless, the City of Bonita Springs, its agents, employees, officers and any and all other associates, from and against any and all actions, in law or in equity, from liability or claims for damages, demands or judgments to any person or property which may result now or in the future from the conduct of this event.

The undersigned has read and voluntarily signed the release and waiver of liability and Indemnity Agreement, and further agrees that no oral representations, statements, or inducements apart from the foregoing written agreement have been made.

 2/13/24 Comments: _____
Signature of Applicant Date

City Manager Date Comments: _____

Application Fee is non-refundable.

CELEBRATE BONITA 2024

LAYOUT MAP

The Springs of Bonita
Outdoor Church

Ez Physicals

27340

27308

Reynolds St

Old 41 Rd

Fire Truck

T-shirt Table

Medical
Tent

Riverside Park
Popular site for community events

Leather goods merchandise vendor

Beer
Truck

Non-profit/
Sponsor Tables

Old 41 Rd
Rensselaer

1

2

3

4

Childers St

Food Vendors

510 Childers
Parking

Childers St

5

6

7

Old 41 Rd

Front St

Bonita Springs LIONS
Wednesday Market

Google



PLAN NOT TO SCALE

TEMPORARY TRAFFIC CONTROL SHALL COMPLY WITH THE CURRENT EDITION OF THE FDOT DESIGN STANDARDS (600 SERIES INDEX NUMBERS) AND MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD).



AMERICAN TRAFFIC SAFETY SERVICES ASSOCIATION

SAFER ROADS SAVE LIVES

This is to affirm that
Cameron Berger
has satisfactorily completed the
Florida Advanced Refresher Work Zone
Traffic Control Course

Date Complete: 12/19/2013 Status: PASS
Location: Tampa Instructor: Mr. Edward Kant
Date Refresher Course Required: 12/19/2017

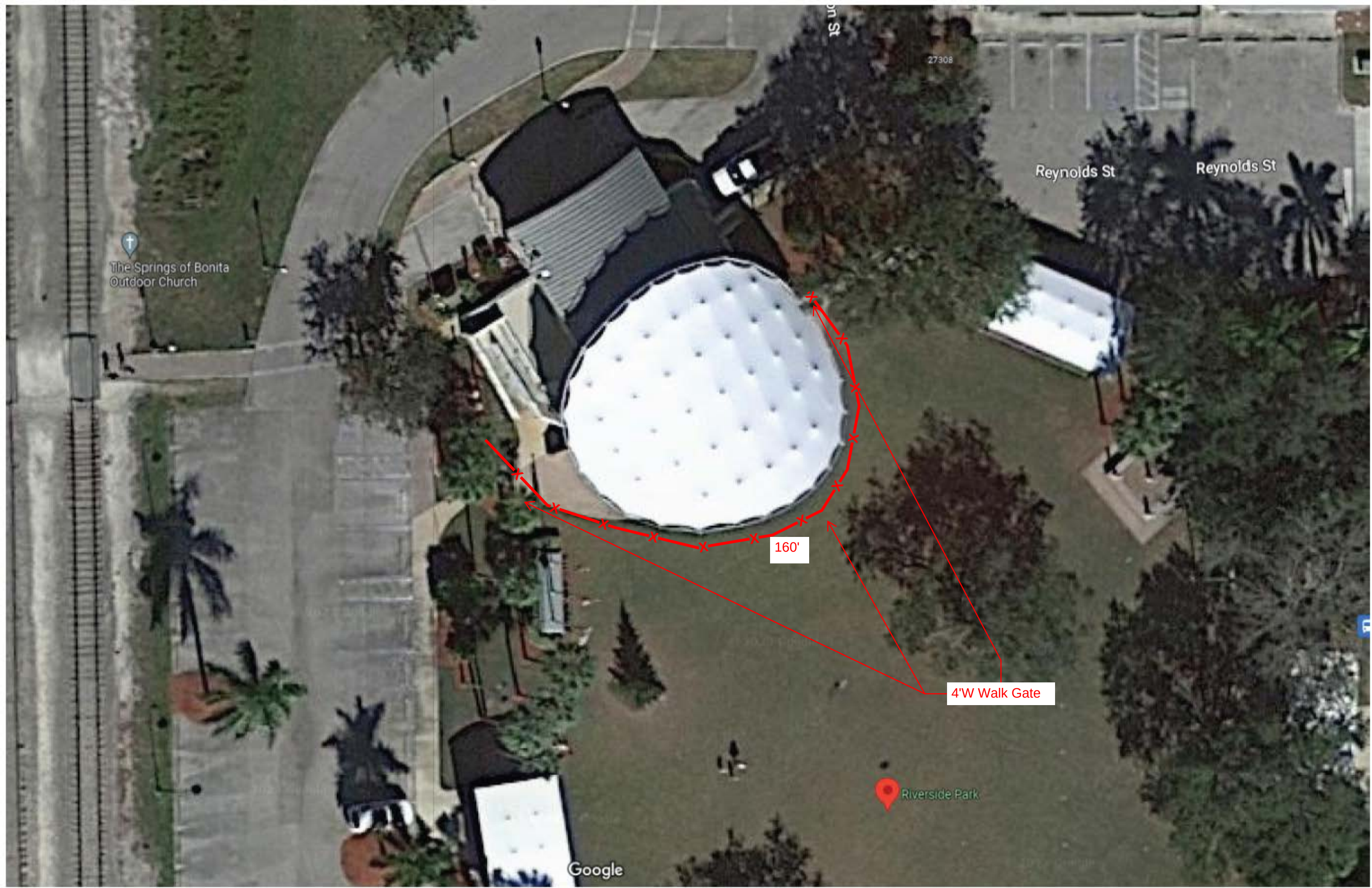
ID #37



RIVERSIDE PARK

APRIL 27TH

6 TO 9 PM



The Springs of Bonita
Outdoor Church

on St

27308

Reynolds St

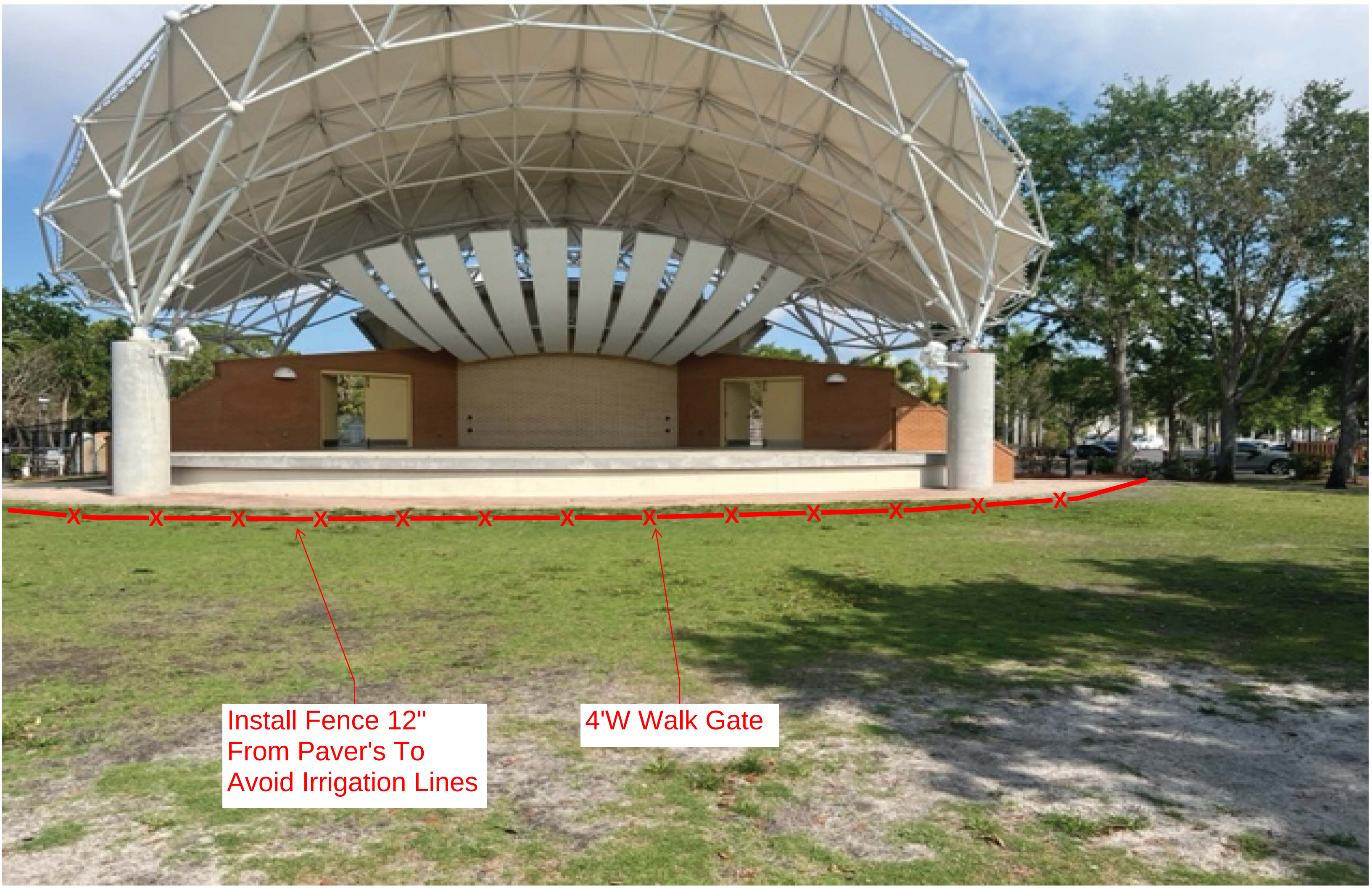
Reynolds St

160'

4"W Walk Gate

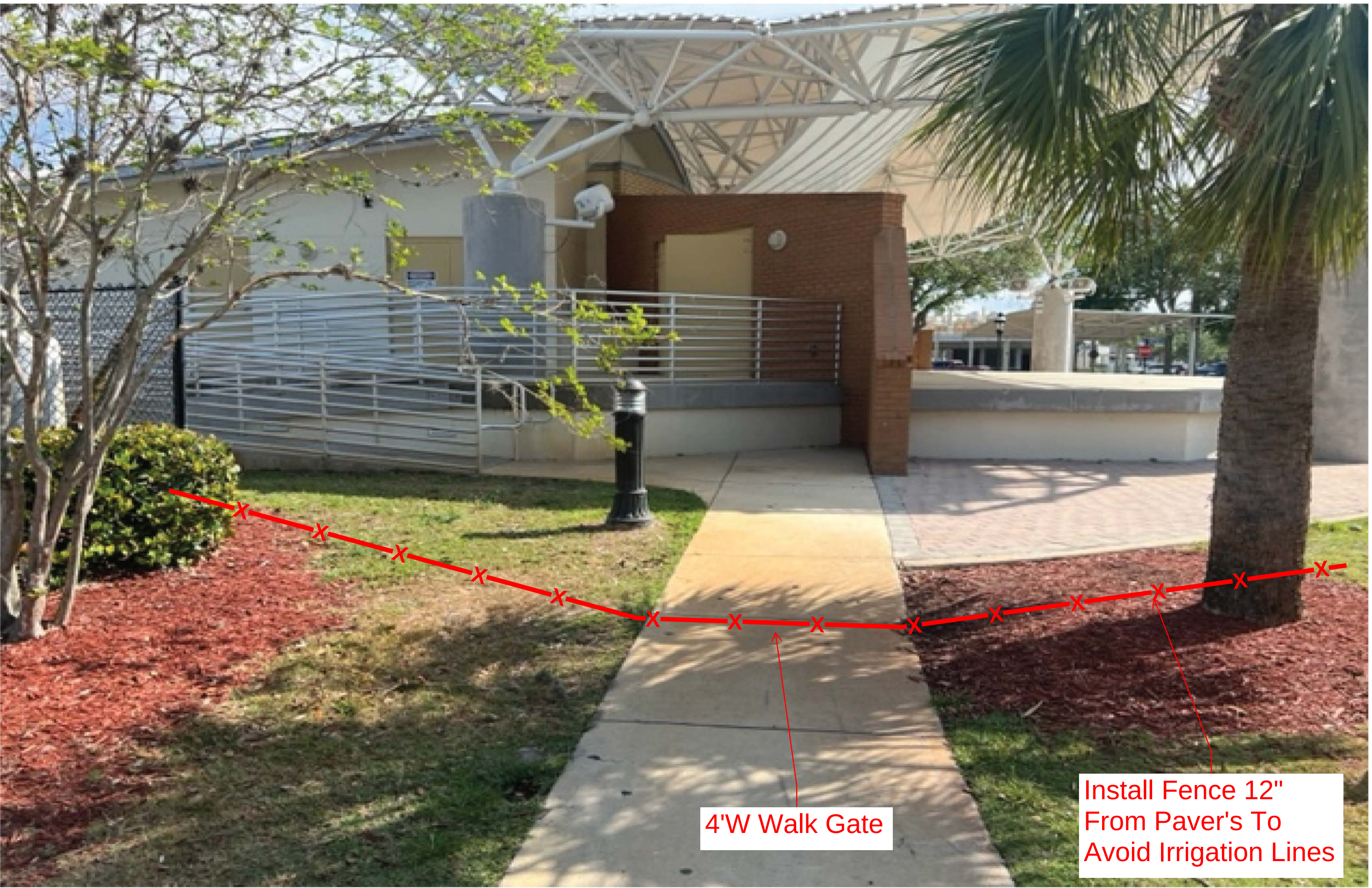
Riverside Park

Google



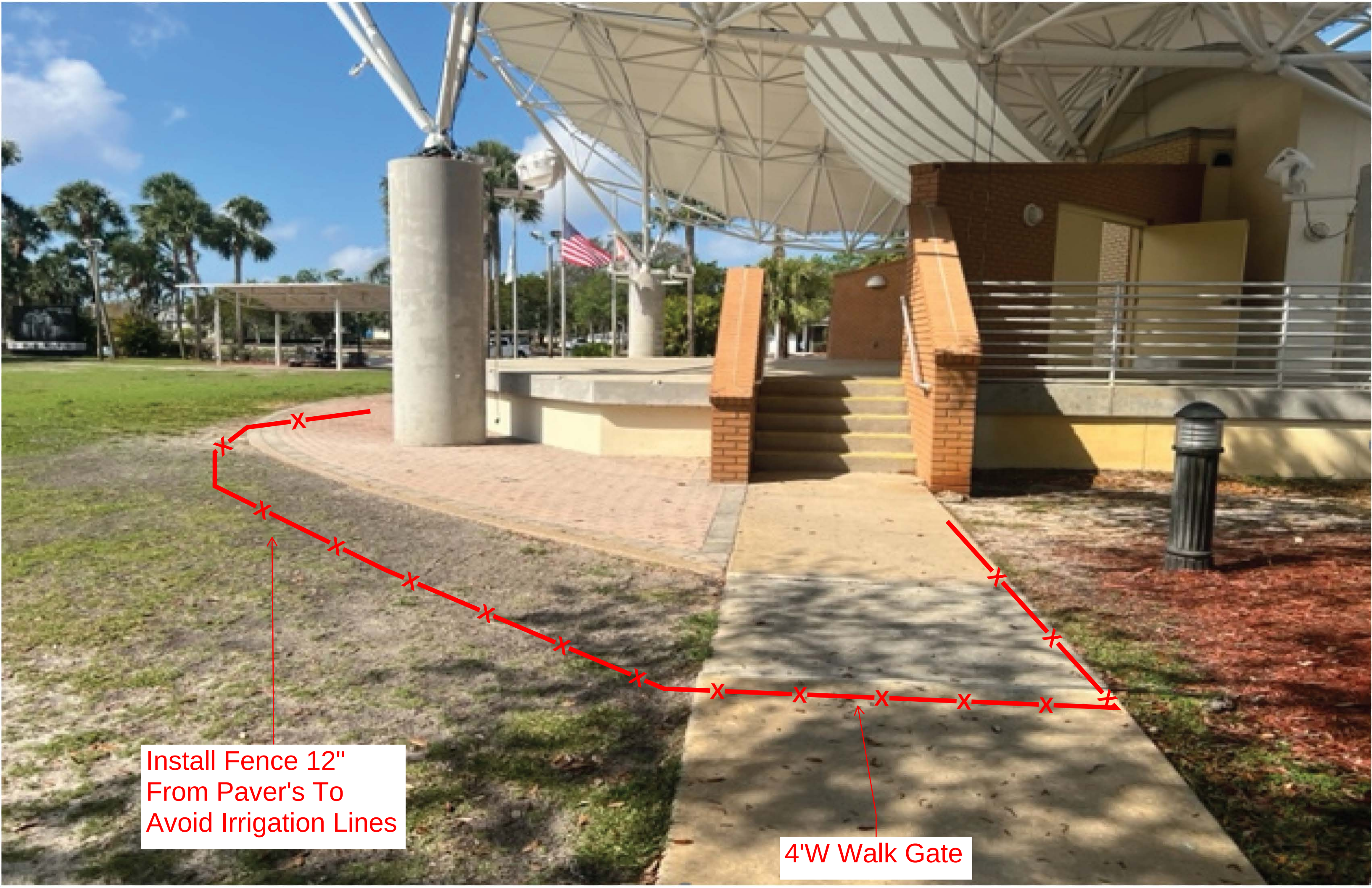
Install Fence 12"
From Paver's To
Avoid Irrigation Lines

4'W Walk Gate



4'W Walk Gate

Install Fence 12"
From Paver's To
Avoid Irrigation Lines



Install Fence 12"
From Paver's To
Avoid Irrigation Lines

4'W Walk Gate

REQUESTED MOTION: Authorize staff to complete a Memorandum of Understanding with Lee County to utilize cabinet/rack space at the Emergency Operations Center.

REQUESTOR: Lora Taylor, Director of Communications & Alex Coffey, I.T. Manager

AGENDA: Consent

STRATEGIC PRIORITY:

BACKGROUND:

This Memorandum of Understanding will allow the City of Bonita Springs to continue to utilize cabinet/rack space at the Lee County Emergency Operations Center for backups. In the event of a natural disaster or catastrophic failure at City Hall, the leased cabinet/rack space will house backups to ensure a quick resurrection of lost critical data. These backups will allow the City to operate live from the Emergency Operations Center should the infrastructure at City Hall lose power. The leased cabinet/rack space is in a dedicated server room that has redundant safety measures.

Total Costs:

- Rack Space charge of \$700 per month per cabinet. We currently use one cabinet.

STAFF RECOMMENDATION: Authorize staff to complete a Memorandum of Understanding with Lee County to utilize cabinet/rack space at the Emergency Operations Center.

ATTACHMENTS:

1. **MOU for leased space at EOC - Bonita Springs - Muni_LC**
-

REVIEWERS:

City Manager:	Arleen Hunter
City Attorney:	Derek Rooney
City Clerk:	Mike Sheffield
Dept. Director:	Lora Taylor

**MEMORANDUM OF UNDERSTANDING
BETWEEN LEE COUNTY BOARD OF COUNTY COMMISSIONERS
THROUGH ITS DIVISION OF INNOVATION & TECHNOLOGY SERVICES
AND THE CITY OF BONITA SPRINGS
FOR LEASING SPACE AT EMERGENCY OPERATIONS CENTER**

This Memorandum of Understanding (“MOU”) made and entered into this _____ day of _____ 2024, by and between the Lee County Board of County Commissioners, a political subdivision and Charter County of the State of Florida; through its Division of Innovation & Technology Services (“ITS”), hereafter referred to as “**County**,” and the City of Bonita Springs, a municipal corporation of the State of Florida, hereafter referred to as “**City**,” collectively referred to as “**Parties**,” herein agree as follows:

Whereas, this MOU establishes the responsibilities and relationships between the **County**, and the **City** for leasing of secured space for datacenter services at the Emergency Operations Center (EOC) building located at 2675 Ortiz Avenue, Fort Myers, FL 33905; and

Whereas, the **County** and **City** can enter into an agreement for sharing of services pursuant to Florida Statutes Chapter 163; and

Whereas, the **County** owns and operates the EOC building; and

Whereas, the **County** houses datacenter services at the EOC; and

Whereas, the **County** is agreeable to collaborating with other constitutional offices and municipalities to reduce the cost of datacenter services.

NOW, THEREFORE, in consideration of the promises and obligations incorporated herein, to which the adequacy and sufficiency the **Parties** agree as follows:

A. **The Recitals** above are adopted and incorporated herein as if fully restated.

B. **Leased Space**

1. The **City** will lease, from the **County**, one (1) cabinet space which includes electricity consumed for IT equipment located at the EOC building.
2. Power is provided in the form of two 20-amp twist lock receptacles mounted on the bus bar above each cabinet. This is the most commonly used breaker box and is provided free of charge. If the **City** has a requirement to utilize a different power rating, the **County** will obtain a quote to identify the additional charge to be passed to the **City** for installation of the alternate breaker box.
3. Power distribution beyond the receptacle is the responsibility of the City.
4. Cabinet Space Rental Fee – \$700 per cabinet, per month.

5. Annual Fee Increases – Annual 3% increase of cabinet space rental fee. These adjustments will be applied January 1st of each year.
6. The **County** shall invoice the **City** on a quarterly basis at the end of each billing quarter. Billing dates will be the last day of each quarter---the last day of March, June, September, and December.

C. **DURATION AND TERMINATION**

1. Unless provided otherwise pursuant to the terms of this Agreement, this MOU shall terminate on December 31, 2025.
2. Either Party may terminate this agreement at any time, without penalty and with or without cause, by giving the other Party at least 3 months written notice of its intent to do so.

D. **TERMS AND CONDITIONS**

1. This MOU may be amended only by written amendments, which must be signed by both Parties.
2. The **City** agrees to provide and maintain, at all times, during the term of this Agreement without cost or expense to the **County**, policies of insurance insuring the above personal property against any and all claims, demands and causes of action whatsoever, for the damage to personal property in connection with the storage of property.
3. In the event of any loss or damage to the personal property, the **County** shall not be responsible to reimburse the **City** for the actual cost to replace the lost or damaged property.
4. The **County** does not provide, implied or otherwise , any Service Level Agreements to the **City** associated with IT equipment up-time availability housed within the EOC's data center environment.
5. The **City** is responsible to coordinate and communicate all third-party connectivity and installation activities with the **County**.
6. The **City** agrees to provide a list to the **County** of authorized personnel allowed to access the data center environment. This list will indicate the primary and backup personnel responsible for maintaining the authorized personnel list.
7. During standard EOC operating hours, all **City** authorized personnel are required to sign-in with the receptionist at the EOC's main entrance.
8. Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its own staff and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, Florida Statutes.

9. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
10. Any and all litigation related to this Agreement in any way, including, but not limited to, enforcement of the terms, rights, duties, and obligations imposed herein, shall lie exclusively in the state or federal courts situated in Lee County, Florida.

IN WITNESS OF THE ABOVE, the Parties hereto, by their duly authorized representatives have executed this MOU on the dates shown below, to be effective the day and year first shown above.

CITY OF BONITA SPRINGS:

WITNESS:

By: _____

(Witness Signature)

Date: _____

(Type or Print Name)

Approved as to Form:

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

ASSISTANT COUNTY MANAGER:

BY: _____

DATE: _____

CHIEF INFORMATION OFFICER

BY: _____

DATE: _____

APPROVED AS TO FORM FOR THE
RELIANCE OF LEE COUNTY ONLY:

BY: _____

Office of the County
Attorney

REQUESTED MOTION: (Second Reading) AN ORDINANCE OF THE CITY OF BONITA SPRINGS FLORIDA, AMENDING THE BONITA SPRINGS LAND DEVELOPMENT CODE CHAPTER 4 – ZONING, TO AMEND CHAPTER 4, ARTICLE V, DIVISION 11, SUBDIVISION II, DOWNTOWN FORM-BASED CODE (SECTION 4-866) CREATING AN ADMINISTRATIVE VARIANCE PROCESS; TO AMEND CHAPTER 4, ARTICLE VI, DIVISION 17- CONSTRUCTION OF FENCES; TO ADOPT CHAPTER 4, ARTICLE VI, DIVISION 44- EMPLOYEE LIVING FACILITIES CREATING PROPERTY DEVELOPMENT REGULATIONS FOR EMPLOYEE LIVING FACILITIES; PROVIDING FOR CONFLICTS OF LAW, SEVERABILITY, CODIFICATION, SCRIVENER’S ERRORS, AND MODIFICATIONS THAT MAY ARISE FROM CONSIDERATION AT PUBLIC HEARING AND AN EFFECTIVE DATE

REQUESTOR: Mike Fiigon II, Senior Planner; Mary Zizzo, Senior Planner; Jacqueline Genson, Planning and Zoning Manager

AGENDA: Public Hearing

STRATEGIC PRIORITY: N/A

BACKGROUND: The request is to amend three sections of Chapter 4 (Zoning) of the City of Bonita Springs Land Development Code. Changes are identified in yellow highlight as follows: strike-thru is removal of text and underline is the addition of text. The LPA reviewed the LDC amendments at their January 18, 2024, public hearing and provided minor comments, which are reflected in this current draft. The LPA found the LDC amendments consistent with the comprehensive plan. This is the first reading and public hearing on this item. The second reading is tentatively scheduled for February 21, 2024.

1. The first request is to amend Section 4-866 of the Downtown Form Based Code to add an administrative variance process for projects that contain commercial uses and are located within a commercial transect (T4, T5, T5 Core, and Special Transect Zone Districts). The criteria for approval closely mirror the already-established variance criteria found elsewhere in the Land Development Code. However, a specific addition to the criteria for the Form Based code has been included, which requires the Applicant to demonstrate that the proposed variance is not in conflict with Section 4-866(a), Intent of the Form-based Code. Staff coordinated with DPZ CoDesign on creating this process and agreed it may be appropriate so long as requests meet the overall intent of the Form-based Code.
2. The second request is to amend the existing fence code. The proposed changes include opportunities to improve aesthetics, provides property owners additional fence and landscape material options, and provides additional standards for property owners to secure their property:
 - Allowing a second material of fencing within waterbody setbacks and within the San Carlos Estates Agricultural Overlay.
 - Allowing Director/agency discretion to reduce locational requirements for entrance gates and gatehouses.
 - Allowing service entrances for nonresidential parcels that are open during operating hours.
 - Allowing chain link in commercial zoning districts, provided they are powder coated and shielded by matching height hedges.
 - Allowing fence wings over seawalls/rip rap consistent with Florida Building Code.

3. The third request is to provide development regulations for Employee Living Facilities pursuant to Council's direction at the October 4, 2023 (Bonita Bay PUD Employee Housing Appeal). These regulations include checks for compatibility with the surrounding developments, level of impacts and an approval process.

Attached for consideration are copies of the proposed amendments and a draft ordinance.

STAFF RECOMMENDATION: Approve, as drafted.

ATTACHMENTS:

1. Draft LPA Meeting Minutes
2. Draft LDC Changes
3. Draft Ordinance

REVIEWERS:

City Manager:	Arleen Hunter
City Attorney:	Derek Rooney
City Clerk:	Michael Sheffield
Department Director:	John Dulmer, AICP

CITY OF BONITA SPRINGS, FLORIDA

ORDINANCE NO. 24 – __

AN ORDINANCE OF THE CITY OF BONITA SPRINGS FLORIDA, AMENDING THE BONITA SPRINGS LAND DEVELOPMENT CODE CHAPTER 4 – ZONING, TO AMEND CHAPTER 4, ARTICLE V, DIVISION 11, SUBDIVISION II, DOWNTOWN FORM-BASED CODE (SECTION 4-866) CREATING AN ADMINISTRATIVE VARIANCE PROCESS; TO AMEND CHAPTER 4, ARTICLE VI, DIVISION 17 – CONSTRUCTION OF FENCES; TO ADOPT CHAPTER 4, ARTICLE VI, DIVISION 44 – EMPLOYEE LIVING FACILITIES CREATING PROPERTY DEVELOPMENT REGULATIONS FOR EMPLOYEE LIVING FACILITIES; PROVIDING FOR CONFLICTS OF LAW, SEVERABILITY, CODIFICATION, SCRIVENER’S ERRORS, AND MODIFICATIONS THAT MAY ARISE FROM CONSIDERATION AT PUBLIC HEARING AND AN EFFECTIVE DATE

WHEREAS, the City of Bonita Springs, Florida is the governing body of Bonita Springs; and

WHEREAS, the City of Bonita Springs desires to streamline, clarify, and otherwise update provisions of the City’s Land Development Code; and

WHEREAS, additionally, the City Council of the City of Bonita Springs desires to amend certain sections of Chapter 4 of its Land Development Code to bring it into conformity with recent decisions of the City Council including (1) administrative variances within the downtown form-based code, (2) update the City’s fence standards, and (3) establishing regulations for employee living facilities; and

WHEREAS, pursuant to the Article VIII of the Florida Constitution, the City of Bonita Charter and Section 166.021, Florida Statutes, the City Council is authorized to adopt ordinances necessary for the exercise of its powers in for health, safety, and general welfare; and

WHEREAS, the City Council has determined that it is in the best interests and welfare of the City of Bonita Springs and its residents to enact this Ordinance.

THE CITY OF BONITA SPRINGS HEREBY ORDAINS:

Section 1. Recitals Adopted.

That each of the above stated recitals is hereby adopted as legislative findings of the City Council and confirmed as being true, and the same are hereby incorporated as a part of this Ordinance.

Section 2. **Amending Land Development Code**

The Bonita Springs City Code is hereby amending the pertinent provisions of Chapters 4 Zoning of the City's Land Development Code, with deletions depicted with ~~striketroughs~~ and underlined language as additions, as provided and further depicted in Exhibit A, attached hereto and incorporated herein by reference.

Section 3. **Severability**

The provisions of this Ordinance are severable, and it is the intention to confer the whole or any part of the powers herein provided for. If any part of this Ordinance is found to be invalid, preempted, or otherwise superseded, the remainder shall nevertheless be given full force and effect to the extent permitted by the severance of such invalid, preempted, or superseded part as if adopted with such part had not been included herein.

Section 4. **Conflicts of Law**

This Ordinance shall supersede any ordinances in conflict herewith to the extent that such conflict exists. Whenever the requirements or provisions of this Ordinance are in conflict with the requirements or provisions of the requirements of state or federal law, the more restrictive shall apply.

Section 5. **Codification and Scrivener's Errors**

It is the intention of the City Council that the provisions of this Ordinance shall become and be made part of the Bonita Springs Code; that sections of this Ordinance may be renumbered or re-lettered and that the word "ordinance" may be changed to "section", "article", or such other appropriate word or phrase in order to accomplish such intention; and that any typographical errors which do not affect the intent may be authorized by the City Manager without need of public hearing, by filing a corrected copy with the City Clerk. It is further the intent of the City Council that the provisions of this Ordinance may be modified as a result of consideration that may arise during public hearing(s) and that such modifications shall be incorporated into the final version.

Section 6. **Effective Date**

This Ordinance shall be effective immediately upon its adoption.

DULY PASSED AND ADOPTED BY THE CITY COUNCIL of the City of Bonita Springs, Florida this _____ day of _____, 2024.

Attest:

CITY OF BONITA SPRINGS, FLORIDA

By: _____
City Clerk

By: _____
Mayor

Reviewed for legal sufficiency:

By: _____
City Attorney

Vote:

Carr
Purdon
Forbes
Fullick

Corrie
Bogacz
Steinmeyer

Date filed with City Clerk: _____

PART III - LAND DEVELOPMENT CODE
Chapter 4 - ZONING
ARTICLE V. - DISTRICT REGULATIONS
DIVISION 11. - REDEVELOPMENT OVERLAY DISTRICTS
Subdivision II. Downtown Form-Based Code

Subdivision II. Downtown Form-Based Code¹

Sec. 4-866. General provisions.

- (a) *Intent.* The requirements set forth in this section are intended to:
- (1) Support the goals, objectives and policies of the city's comprehensive plan and downtown district.
 - (2) Keep cognizant the elements are scale, aesthetics, predictability, and new investment.
 - (3) Capitalize on opportunities to attract the development of a variety of building types and uses in order to contribute to a robust economic base.
 - (4) Encourage mixed-use development within the downtown district in support of viable and diverse locally-oriented business and cultural institutions.
 - (5) Promote development attractive to past, present and future generations that allows them to participate in the economic growth.
 - (6) Enable a walkable streetscape and predictable, small-town urban character.
 - (7) Achieve context-based development and complete streets.
- (b) *Application of the transect zones.* The transect, as a framework, identifies a range of habitats from the most natural to the most urban. Its continuum, when subdivided, lends itself to the creation of zoning categories. These categories include standards that encourage diversity similar to that of organically evolved settlements. The standards overlap (they are parametric), reflecting the successional ecotones of natural and human communities. The transect methodology allows for a wide range of building types in each transect zone, arranged to provide balanced walkable streetscapes. This Code contains the following transect zones:
- (1) T-5 urban zone consists of higher density mixed-use buildings that accommodate retail, offices, rowhouses, and multi-family. It has a tight network of streets, with wide sidewalks, steady street tree planting and buildings set close to the sidewalks. The T-5 urban zone has two variations:
 - a. The core T-5 zone is used for portions of downtown fronting Old-41 and near civic open spaces such as Riverside Park and the Imperial River. These important lots shall have retail-ready ground floors to activate Old-41, as well as gallery frontages to create a walkable and shaded streetscape. Other lots in the T-5 zone, are not required to have retail-ready ground floors but may have them by option (See: section 4-487(a)(2))

¹Ord. No. 20-10 , § 2(Exh. A §§ 1—14), adopted November 4, 2020, repealed the former Subdivision II, §§ 4-866—4-872, and enacted a new Subdivision II as set out herein. The former Subdivision II pertained to Old U.S. 41 Redevelopment Overlay District and derived from Ord. No. 09-13; Ord. No. 11-02, §§ 3(4-1151)—(4-1156), January 9, 2011; Ord. No. 13-01, §§ 1(4-1151), 1(4-1152), 1(4-1153), 1(4-1154), 1(4-1155), 1(4-1155), 1(4-1156), February 6, 2013; Ord. No. 13-09, §§ 1(4-1151)—(4-1154), (4-1155(a)—(h)), (4-1156), August 7, 2013; Ord. No. 15-02, § 1, February 7, 2015; Ord. No. 15-08, § 1, April 15, 2015; Ord. No. 15-21, § 1, October 21, 2015; Ord. No. 16-01, § 1, January 20, 2016; Ord. No. 16-19, § 1, December 7, 2016.

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- (2) T-4 general urban zone consists of a primarily residential urban fabric. It may have a wide range of building types: single-family houses, side-yard houses, rowhouses, and small apartment buildings. Live/work buildings with home occupations are allowed in small quantities. Setbacks and landscaping are variable. Most streets in their existing form lack sidewalks and curbs.
 - (3) T-3 sub-urban zone consists of low density residential areas, adjacent to higher zones that may have some mixed use. Accessory dwellings are allowed. Planting is naturalistic and setbacks are relatively deep. Blocks may be large and the roads irregular to accommodate natural conditions. The T-3 sub-urban zone has two variations:
 - a. The restricted T-3 zone is used for portions of the downtown which are sub-divisions with an HOA or areas which contain multiple historically significant buildings. The T-3 zone is for all T-3 areas not included in the restricted zone.
 - (4) Civic zone consists of civic buildings and/or civic spaces appropriate to their transect zones.
 - (5) Special districts consist of areas with buildings that by their function, disposition, or configuration cannot, or should not, conform to one or more of the six normative transect zones. The existing industrial area in the southwest corner of the downtown district shall be designated as a special district with an emphasis on incubation of local businesses. City-owned parcels along the Imperial River are also designated to be a special district.
- (c) *Boundaries of the downtown district.* The boundaries of the Bonita Springs Downtown Form-Based Code are derived from the boundary found on the Old U.S. 41 Corridor Redevelopment Master Plan, with slight modifications. These expansions of the boundary are shown below as Figure 2.1-1.
- (1) *Regulating plan.* The boundaries of the downtown district shall be as outlined on Figure 2.1-1.
- (d) *Applicability.*
- (1) Unless approved through the planned development process, these standards shall apply to all new construction and substantial modifications within the downtown district. "Substantial modifications" shall be defined as any modification, alteration or repair or combination thereof, to a structure or land, which exceeds 50 percent of the combined building cost and land value, over a five-year period, as assessed by the Lee County Property Appraiser. Existing planned developments may voluntarily comply with the standards herein.
 - (2) This document shall replace all prior regulatory documents for the Downtown District of the City of Bonita Springs. Where a conflict exists between this section and other land development regulations, this section shall prevail, except for those contained within the comprehensive plan.
 - (a) Properties and/or projects located within the Downtown District but have frontage along Bonita Beach Road may be developed in accordance with the regulations of the Bonita Beach Road Corridor Overlay.
 - (3) This section may be expanded to other portions of the City of Bonita Springs, so long as their boundaries are explicitly defined under section 4-867(c) and added to Figure 2.1-1.
 - (4) Standards, activated by "shall", are regulatory in nature. Deviations from these standards shall only be permitted by variance or special exception in accordance with applicable LDC sections.
 - (5) Guidelines, activated by "should", are encouraged and recommended but not mandatory. Developments subject to this overlay district are encouraged to incorporate them as appropriate in order to enhance and complement the built and natural environment. The intent is to create the highest level of design quality while providing the needed flexibility for creative site design.

(e) *Existing conditions.*

- (1) Existing buildings, structures, and land features that do not conform to the requirements of this downtown district may be occupied, operated, repaired, renovated or otherwise continue in use in their existing non-conforming state until such time as a substantial modification is requested to 50 percent or more of the combined building cost and land value, over a five-year period, as assessed by the Lee County Property Appraiser, and as outlined in LDC 4-866(d)(1).
- (2) The adaptive re-use of a building shall not be required to comply with minimum height standards established in section 4-870.
- (3) The restoration or rehabilitation of an existing building does not require the provision of parking in addition to the existing, if less than six new spaces are required.

(f) *Administrative Variances. This section is applicable to property proposing a commercial use (or commercial uses) or property that already contains a commercial use (or commercial uses) as described in Section 4-868, Table 3.1-1, Permitted Uses, and located in the T4, T5, T5-Core, and Special Transect Zone Districts.*

- (1) An Applicant may request a variance from any of the Form Based Code Sections by completing and submitting the necessary administrative action application and required documentation listed therein.
- (2) The Applicant shall provide the specific code section and a written justification stating why they cannot comply with the code section.
- (3) The Applicant is required to provide their proposed option for consideration. Staff has the right to request additional details, plans, renderings, surveys, and other information that may be needed for the review. At minimum, a statement explaining how the proposed option does not conflict with Section 4-866(a), Intent of the Form Based Code, shall be provided.
- (4) Before the approval of a variance, Staff shall find that all of the following exist:
 - a. The proposed variance is not in conflict with Section 4-866 (a), Intent of the Form Based Code.
 - b. There are exceptional or extraordinary conditions or circumstances that are inherent to the property or building in question.
 - c. The exceptional or extraordinary conditions or circumstances are not the result of actions taken by the Applicant.
 - d. The variance, if granted, is the minimum necessary to relieve the Applicant from the assumed burden of the code section.
 - e. The granting of the variance will not be injurious to the neighborhood or otherwise detrimental to the public welfare.
- (5) If Staff denies the administrative variance request, the Applicant has the right to appeal the decision, pursuant to Section 4-53(c) of the Land Development Code.

(Ord. No. 20-10 , § 2(Exh. A, § 1), 11-4-2020; Ord. No. 21-02 , § 2(Exh. A), 5-19-2021; Ord. No. 23-02 , § 2(Att.), 5-3-2023)

DIVISION 17. FENCES, WALLS, GATES AND GATEHOUSES

Sec. 4-1464. Applicability of division.

This division applies to all fences, walls, gatehouses and entrance gates that are not specifically exempted in this division. This division does not apply to seawalls (see section 4-1588 for regulations on seawalls) or to city-initiated walls related to capital improvement projects.

(Ord. No. 11-02, § 3(4-1741), 1-19-2011; Ord. No. 12-13, § 1(4-1741), 8-15-2012)

Sec. 4-1465. Construction of fences.

- (a) Except for fences used for bona fide agricultural uses that are exempt under F.S. § 604.50, all fences and walls that are over 25 inches in height must comply with established building permit procedures.
- (b) All fences and fence walls on each property must be of uniform materials, design and color. ~~Any additions to existing fences or walls that do not exceed the length of the existing fence or wall shall maintain a uniformity of materials, design and color with that of the existing fence or wall. Fences reviewed at time of local development order and deemed to be provided architecturally consistent by the City Architect may waive this requirement.~~
 - (1) An exception exists for:
 - (a) fences at or within the waterbody setback area may use an additional material to meet Section 4-1467(b)(2)a.
 - (b) Fences within the Agricultural Overlay as well as within the San Carlos Estates Water Control District are permitted up to two materials. One uniform material shall be used within the street setbacks.
- (c) All fences and fence walls must be constructed and maintained in a manner that will not detract from the neighborhood or community. Fences must not contain missing materials or components of which it was built and must remain substantially vertical so that it serves the function or aesthetic purpose for which it was built and has not been compromised to the point that the fence would present a danger of flight or destruction during severe weather.
- (d) Fences and fence walls must be constructed of conventional and traditional building materials including, but not limited to, concrete block, brick, wood, decorative aluminum, iron or steel, vinyl, chain link or composite products manufactured specifically for fences and walls. Non-traditional materials, including, but not limited to, tires, mufflers, hubcaps, etc., are prohibited. Fabric sheets or nets, or plastic, metal or vinyl sheets or slats may not be used as part of the fence or attached to a fence for the purpose of effecting privacy or required screening.
- (e) Fences and walls must be constructed to present the finished side of the fence or wall to the adjoining lot or any abutting right-of-way. Where there is an existing fence, wall or continuous landscape hedge on the adjoining parcel, this provision may be administratively waived upon written request.

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- (f) Barbed wire, spire tips, sharp objects, hog wire, game fence, horse wire or other similar materials or electrically charged fences are prohibited in all zoning districts, except as provided below and unless exempted under F.S. § 604.50 for agricultural uses and permitted in accordance with section 4-1471.
- (1) Fence material such as, hog wire, game fence, horse wire or other similar materials may be erected but cannot be the primary material when the property is within 100 feet of any residential area or residential zoning district under separate ownership.
 - (2) Bona fide agricultural uses may use barbed wire or electrically charged fences to control livestock when located in districts permitting the raising, keeping or breeding of livestock.
 - (3) The use of barbed wire for temporary security fences around construction materials or equipment in conjunction with an active construction project may be permitted when approved by the director.
 - (4) The use of chainlink fence with three strands of barbed wire on top of the fence with six-inch spacing between the strands of barbed wire may be required or approved by the director around structures or equipment of potential hazard to residents or passersby not otherwise protected.
- (g) Electrical fences must comply with National Electrical Safety Code requirements.
- (Ord. No. 11-02, § 3(4-1743), 1-19-2011; Ord. No. 12-13, § 1(4-1742), 8-15-2012; Ord. No. 15-27, § 2, 12-2-2015)

Sec. 4-1466. Residential project walls.

- (a) For purposes of this section, a residential project fence means a wall or fence erected around a residential subdivision (but not individual lots) or development of ten or more dwelling units.
- (b) A residential project fence or wall:
- (1) May be a maximum height of eight feet around the perimeter of the project upon a finding by development services that the fence does not interfere with vehicle visibility requirements (see section 4-2251) at traffic access points.
 - (2) May include architectural features such as columns, cupolas, fountains, parapets, etc., at a height not to exceed half the fence or wall height (up to four additional feet); provided they are compatible with the project and abutting properties.
 - (3) Required or optional residential project walls must be landscaped on the exterior side (between the wall and the abutting property or street right-of-way) with a minimum of five trees per 100 lineal feet and shrub hedges, within a minimum plantable width of 7½ feet located on the exterior side of the wall or fence.
 - a. Hedges must be planted and maintained so as to form a 36-inch-high continuous visual screen within one year after time of planting.
 - b. Trees adjacent to a right-of-way must be appropriately sized in mature form so that conflicts with overhead utilities, lighting and signs are avoided. The clustering of trees and use of palms adjacent to the right-of-way will add design flexibility and reduce conflicts.
 - (4) Must be constructed to ensure that historic water flow patterns are accommodated and all stormwater from the site is directed to on-site detention/retention areas in accordance with the SFWMD (South Florida Water Management District) requirements.
 - (5) May not be permitted until proper documents have been recorded providing for the maintenance of the project fence and landscaping.

(Ord. No. 12-13, § 1(4-1743), 8-15-2012)

Sec. 4-1467. Location and height of fences and walls other than residential project fences.

- (a) *Setbacks.* Except as may be specifically permitted or required by other sections of this chapter or chapter 3, no fence or wall, excluding seawalls, may be erected, placed or maintained:
- (1) Within any street right-of-way or street easement.
 - (2) Closer to the Gulf of Mexico than permitted by chapter 5, article III.
 - (3) Closer than five feet to the mean high-water line along natural water bodies, including canals created from sovereign lands, except that, where the canal is seawalled, the fence may be built landward of the seawall.
 - a. An exception exists for pool barriers, which allow for fence wings to extend 18" seaward beyond a seawall or rip rap.
- (b) *Fence or wall height.*
- (1) Determination of height. Except as set forth in section 3-418 for required buffers, fence or wall height will be measured from the existing elevation of the abutting property. In rear and side yards, the building official has the discretion to allow a deviation of up to four inches in height where required to compensate for variations in grade, drainage, or weed maintenance; provided that the length of the structural materials for the fence do not exceed the permitted height.
 - (2) Except as provided for in section 4-1465(b)(1), the maximum permitted height for fences and walls is as follows:
 - a. *Residential areas.*
 1. A fence or wall located between a street right-of-way or easement and the minimum required street setback line may not exceed three feet in height, except that fences may be a maximum height of four feet so long as the fence is of open mesh screening* and does not interfere with vehicle visibility requirements (see section 4-2251) at traffic access points.

*For purposes of this section only, open mesh screening may include vertical picket-type fencing; provided that the minimum space between vertical members must be a minimum of 1½ times the width and thickness of the vertical members or bars. i.e., if the vertical members are 2¼ inches wide and three-quarters of an inch thick (total three inches), then the minimum space between them must be 4½ inches (1.5 × 3.0 = 4.5). In no case may the space between vertical members or bars be less than four inches.
 2. A fence or wall located between a side or rear lot line and the minimum required setback line for accessory buildings is limited to a maximum height of six feet. For purposes of this section, the side yard will be considered that portion of the lot extending from the minimum required street setback line to the rear lot line.
 3. A fence located within 25 feet of a body of water must be open mesh screening above a height of 3½ feet.
 - b. *Commercial and industrial areas.* A commercial fence or wall may be a maximum height of six feet around the perimeter of the commercial development upon a finding by development services that the fence does not interfere with vehicle visibility requirements at traffic access points. A commercial fence or wall up to eight feet is permitted when adjacent to residential. See also section 4-2251 and chapter 3, appendix C.

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1. Chain link fences, barbed wire, and unpainted or unfinished block fences or walls are prohibited, except:
 - a. Chain link fence material is permitted subject to:
 1. A green or black powder coated chain link fence is proposed; and
 - ~~a.~~ 2. A continuous visual screen is installed along the exterior of the fence to match the height of the proposed fence within one year after time of planting.
 2. All walls or block fences visible from a public right-of-way or an adjacent parcel shall be architecturally finished (i.e., brick, stucco, or textured concrete masonry units) and consistent with and complimentary to the architectural character of the principal structure(s).
 3. Fences and walls may not exceed six feet in height and must not prohibit pedestrian access to the development.

An industrial fence may be a maximum height of eight feet around the perimeter of the project upon a finding by development services that the fence does not interfere with vehicle visibility requirements (see section 4-2251) at traffic access points.

- c. *Walls and fences along limited access or controlled access streets.* A wall or fence may be placed or maintained along any property line abutting a limited access or controlled access street; provided it complies with the same regulations as are set forth for residential project fences in section 4-1465.
- d. *Agricultural fences.* An open mesh or wire fence for bona fide agricultural uses may be a maximum height of eight feet along any property line in an agricultural district; provided that the fence does not interfere with vehicle visibility requirements (see section 4-2251) at traffic access points, unless exempted under F.S. § 604.50.
- e. *Community garden fences.* Fences for community gardens located in residential zoning districts AG, RS, TFC, RM, MH, RV, CFPD, CPD, RPD, MHPD, RVPD, and MPD may be a maximum height of six feet high along any property line; provided the fence does not interfere with vehicle visibility requirements at traffic access points (see section 4-2251). The design of the fence must be in compliance with this division. Barbed wire, spire tips, sharp objects or electrically charged fences are prohibited.

(Ord. No. 11-02, § 3(4-1744), 1-19-2011; Ord. No. 12-13, § 1(4-1744), 8-15-2012; Ord. No. 15-27, § 2, 12-2-2015)

Sec. 4-1468. Buffer for commercial and industrial uses.

All commercial and industrial uses shall provide a buffer as required in chapter 3.

(Ord. No. 11-02, § 3(4-1741), 1-19-2011)

Sec. 4-1469. Visibility at entrances and exits.

Any residential project fence or wall, or any fence or wall in a commercial or industrial area, which is over three feet in height between the minimum required street setback line and the street right-of-way line or easement shall be designed so as to provide unobstructed visibility for vehicles entering or exiting the property.

(Ord. No. 11-02, § 3(4-1746), 1-19-2011)

Sec. 4-1470. Construction in easements.

Nothing in this division shall be construed so as to permit the construction or placing of any construction within a public or private easement which prohibits such construction or placement.

(Ord. No. 11-02, § 3(4-1747), 1-19-2011)

Sec. 4-1471. Enclosure of high-voltage transformers and other utility equipment.

- (a) All substation high-voltage transformers and any other utility structures or equipment of potential hazard to residents or passersby not otherwise protected shall be completely enclosed by a chainlink fence not less than eight feet in height. On top of the fence shall be three strands of barbed wire with a six-inch spacing in between each strand. Alternative methods may be considered in compliance with the National Electric Safety Code provided a continuous visual screen is provided to shield the equipment.
- (b) Distribution transformers shall comply with National Electrical Safety Code requirements.

(Ord. No. 11-02, § 3(4-1748), 1-19-2011)

Sec. 4-1472. Entrance gates and gatehouses.

(1) The following regulations apply to entrance gates or gatehouses that control access to three or more dwelling units or recreational vehicles, or any commercial, industrial or recreational facility:

An entrance gate or gatehouse is permitted; provided that:

- a. Appropriate evidence of consent is submitted from all property owners who have the right to use the subject road or from a property owner's association with sufficient authority with the responsibility to maintain;
- b. If it is to be located within a planned development, it is an approved use in the schedule of uses;
- c. The gate or gatehouse is located:
 - 1. A minimum of 100 feet back from the existing or planned intersecting street right-of-way or easement or
 - 2. The gate or gatehouse is designed in such a manner that a minimum of five vehicles or one vehicle per dwelling unit, whichever is less, can pull safely off the intersecting public or private street while waiting to enter or
 - 3. Where, in the opinion of the Director of Community Development, traffic volumes on the intersecting street are so low that interference with through traffic will be practically nonexistent, the Director may waive or modify the locational requirements set forth in this section. If the intersecting street is City-maintained, then the Director of Public Works must concur. If the intersecting street is County-maintained, then the County Department of Transportation must concur. The decision to waive or to modify the locational requirements is discretionary and may be appealed via a public hearing variance request.
- d. It is located in a manner that does not impede or interfere with the normal operation and use of individual driveways or access points.

(2) Access for emergency vehicles must be provided.

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- a. Any security gate or similar device that is not manned 24 hours per day must be equipped with an override mechanism acceptable to the local emergency services agencies or an override switch installed in a glass-covered box for the use of emergency vehicles.
 - b. If an emergency necessitates the breaking of an entrance gate, the cost of repairing the gate and the emergency vehicle if applicable, will be the responsibility of the owner or operator of the gate.
 - (3) Extension of fences or walls to an entrance gate or gatehouse. A fence or wall may be extended into the required setback where it abuts an entrance gate or gatehouse, provided vehicle visibility requirements (see Section 4-2251) are met.
 - (4) Entrance gates that are installed solely for security purposes for nonresidential uses, and that will remain open during normal working hours, are not subject to the location requirements set forth in Subsection (1)c of this section.
 - (5) Turn-arounds. A paved turn-around, having a turning radius sufficient to accommodate a U-turn for a single unit truck (SU) vehicle as specified in the AASHTO Green Book, current edition, must be provided on the ingress side of the gate or gatehouse.

The following regulations apply to entrance gates or gatehouses that control access to three or more dwelling units or recreational vehicles, or any commercial, industrial or recreational facility:

- (1) ~~An entrance gate or gatehouse not approved as part of a planned development is permitted; provided that it is not located on a publicly dedicated street or right-of-way; and:~~
 - a. ~~Appropriate evidence of consent from all property owners who have the right to use the subject road or from a property owners' association with sufficient authority is submitted; and~~
 - b. ~~The gate or gatehouse is located a minimum of 100 feet back from the intersecting street right-of-way or easement; or~~
 - c. ~~The gate or gatehouse is designed in such a manner that a minimum of five vehicles or one vehicle per dwelling unit, whichever is less, can pull safely off the intersecting street while waiting to enter; or~~
 - d. ~~The development provides right turn and left turn auxiliary lanes on the intersecting street at the project entrance. The design of the auxiliary lanes must be approved by the development services director.~~
- (2) ~~Access for emergency vehicles must be provided.~~
 - a. ~~All new electronic access control gates to structures and properties that may require emergency services that restrict the free ingress and egress of emergency vehicles and are not constantly attended 24 hours a day shall be equipped with an electronic transmitter/receiver system capable of being programmed with a unique activation code and frequency approved by the authority having jurisdiction.~~
 - b. ~~Such code or frequency shall not be used by or provided to other gate users.~~
 - c. ~~Existing installations shall comply with 180 days subsequent to the notification date by the authority having jurisdiction.~~
 - d. ~~All electronic access control gates shall be compatible with the uniform city-wide transmitters, which transmitters are carried only within emergency service vehicles.~~

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- ~~e. With the following exceptions, all electronic access control gates shall have a visibly marked override feature that will allow the gate to be fully opened during a power failure.~~
- ~~1. Exception 1: Any other override or back-up system acceptable to the fire district.~~
- ~~2. Exception 2: Existing installations shall be given a reasonable time period to comply as determined by the fire district.~~
- ~~f. All non-electronic access control gates to structures and properties that may require emergency services that restrict the free ingress and egress of emergency vehicles and are not constantly attended 24 hours a day shall be provided with a key box.~~
- ~~g. If an emergency necessitates the breaking of an entrance gate, the cost of repairing the gate and the emergency vehicle if applicable, will be the responsibility of the owner or operator of the gate.~~
- ~~(3) Extension of fences or walls to an entrance gate or gatehouse. A fence or wall may be extended into the required setback where it abuts an entrance gate or gatehouse; provided vehicle visibility requirements (see section 4-2251) are met.~~
- ~~(4) Turnarounds. A paved turnaround, having a turn radius sufficient to accommodate a three-point turn for a single-unit truck (SU) vehicle, as specified in the AASHTO Green Book current edition, must be provided on the ingress side of the gate or gatehouse.~~
- ~~(Ord. No. 00-13, § 1, 11-1-2000; Ord. No. 11-02, § 3(4-1749), 1-19-2011; Ord. No. 15-27, § 2, 12-2-2015)~~

Sec. 4-1473. Walls and fences along limited access or controlled access streets.

A wall or fence may be placed or maintained along any property line abutting a limited access or controlled access street; provided:

- (1) The height of the fence or wall does not exceed eight feet for industrial developments, and six feet for commercial developments except where additional fence/wall height is permitted adjacent to residential in accordance with section 4-1467; and
- (2) Vehicle visibility requirements (see section 4-2251) are met.

(Ord. No. 11-02, § 3(4-1750), 1-19-2011; Ord. No. 15-27, § 2, 12-2-2015)

Sec. 4.1474. Hedges.

Except where otherwise required or specified, where hedge(s) are proposed along a right-of-way, they shall be maintained a minimum of six feet from the paved edge of the right-of-way and shall not overhang the right-of-way. At all times, hedges shall meet site visibility requirements.

Secs. 4-147~~5~~4—4-1494. Reserved.

Division 44. Employee Living Facilities Regulations

Sec. 4-2320.- General Provision and Intent

- (a) The purpose of these regulations is to allow employee living facilities for local employer companies, to ensure the quality of life in the community, and mitigate negative impacts to surrounding neighborhoods.
- (b) For purposes of this section, “employee living facilities” is a group quarter establishment provided by or at the direction of an employer company with lodging facilities to accommodate unrelated residents, who may share bedrooms, common areas, bathrooms and/or kitchen facilities, whether on a temporary basis or for permanent residency, which are owned and controlled by a employer company, for the purpose of those employees and their immediate family, who shall be directly employed by a common employer company. Employee living facilities are to be distinguished from dwelling units, vacation rentals, hotels, motels, roominghouses and boardinghouses.

Sec. 4-2321.- Location

- (a) Employee living facilities shall be a permitted use within any multi-family residential district and where multi-family dwelling units are a permitted use. Existing planned developments may administratively amend their schedule of uses to add employee living facilities.
- (b) In order to ensure that intensity of the Employee Living Facility remains consistent with other development allowed under this Chapter, all employee living facilities must comply with the zoning district provisions for the district for multi-family dwelling units and/or principal commercial structures, as applicable, as further specified in Section 4-2324.
- (c) To lessen impacts on City infrastructure, the proposed Employee Living Facility shall be located a maximum distance of two miles from the employer office facilities as measured from property line to property line, unless transportation service is provided for the occupants during office facility hours of operation.

Sec. 4-2322.- Density

Wherein each unit does not have individual cooking facilities and where meals are served at a central dining facility or kitchen facilities are not provided, density equivalents and impact fees will be calculated at the ratio of four people equals one multi-family dwelling unit.

Sec. 4-2323.- Architectural Standards

- (a) When located within residential zoning districts, shall maintain the general residential character of the district.
- (b) Exterior building materials, bulk, landscaping, fences and walls, and general design must be similar to or compatible with those of surrounding dwellings/structures, in accordance with Chapter 3.
- (c) Design of Facility. The architectural style, massing, height, location and design of parking facilities and vehicular use areas, ingress, egress, on-site circulation, landscaping, and storm water retention/detention areas shall be designed to integrate into the surrounding neighborhood, mitigate impacts of noise and traffic to levels associated with permitted uses in the zoning district, and enhance the safety of both the employee living facility residents, residential neighbors and adjacent parcels, in accordance with Chapter 3.
- (d) Parking.

- a. Where residents share communal cooking facilities, parking shall be provided at a rate of one space per four occupants.
- b. Where cooking facilities are provided per unit, parking shall be provided consistent with LDC Section 4-1732.

Sec. 4-2324.- Approval.

- (a) Zoning Determination Required. Prior to the establishment of an employee living facility, or conversion to employee living facility, the requesting managing entity or their agent shall be responsible for securing a Zoning Verification Letter. A new determination in the name of a new owner or authorized agent shall be required in the event of a change in ownership or leasehold interest in an employee living facility. A survey indicating the distance from the employer office facilities shall be provided at this time.
- (b) Development Order. A local development order is required as well as a commercial building permit. At the time of local development order, a proposed floor plan showing all sleeping, bathroom, common area and kitchen facilities shall be shown. The managing entity shall provide a notarized affidavit of compliance with the submission of all proposed development plan applications for the project ensuring compliance with this Section.
- (c) Employee Living Facility Renewal. An annual report of the list of occupants and their records of employment with the managing entity shall be maintained at all times and may be requested at any point by the City to ensure compliance.

**Bonita Springs
Local Planning Agency
Meeting Minutes (draft)
Thursday, January 18, 2024
9:00 A.M.**

Bonita Springs Fire Control & Rescue District
Station Four Administrative Building
27701 Bonita Grande Drive
Bonita Springs, Florida 34135

I. CALL TO ORDER

Chairman Jeff Maturo called the meeting to order at 9:00 a.m. and led the Pledge of Allegiance. Chairman Maturo also welcomed new LPA member Raymond Townsend.

II. ROLL CALL

Members Present: Chairman Jeff Maturo, Vice-Chairman Steve Lohan, Robert Lombardo, Daniel Dhooghe, Raymond Townsend

Members Absent: Don Colapietro, Robert Bornstein

City Clerk Sheffield made the following announcements:

- *On Jan. 17, 2024, Jeff Maturo was reappointed as the Chairman of the LPA by the City Council.*
- *LPA Member Bob Bornstein sent a notice of resignation to the City Clerk, effective Dec. 31.*

III. PUBLIC COMMENTS

None

IV. REVIEW OF THE FOLLOWING LAND DEVELOPMENT CODE AMENDMENTS FOR CONSISTENCY WITH THE CITY OF BONITA SPRINGS COMPREHENSIVE PLAN.

A. CHAPTER 4, ARTICLE V, DIVISION 11, SUBDIVISION II, DOWNTOWN FORM-BASED CODE (SECTION 4-866)

Mike Fiigon, Senior Planner with Community Development, provided an overview and rationale for the proposed amendment, which is to add an administrative variance review process for commercial projects located within a commercial transect to the Downtown Form-Based Code. The proposed administrative variance review process allows property owners/developers who believe that a variance is necessary due to an extraordinary circumstance or condition to apply for such a variance. The process further outlines conditions that staff must deem have been met in order to grant administrative approval, including the determination that the proposed variance is not in conflict with Section 4-866 (a), Intent of the Form Based Code.

B. CHAPTER 4, ARTICLE VI, DIVISION 17 – CONSTRUCTION OF FENCES

Mary Zizzo, Planner II with Community Development, presented an overview of the proposed changes to the fence code, stating the intent of the changes are to offer property owners with additional fence and landscape material options, additional standards to secure their property, and opportunities to improve aesthetics. Proposed changes include the addition of alternative methods for hiding high-voltage transformers (which still must follow the National Electric Safety Code) and adds the option of green or black powder coated chain link fence material subject to specific conditions.

C. CHAPTER 4, ARTICLE VI, DIVISION 44 – EMPLOYEE LIVING FACILITIES

Mary Zizzo, Planner II with Community Development, presented an overview of the general provision and purpose of the proposed regulation pertaining to Employee Living Facilities, stating that staff is bringing forth the proposed regulation at the direction of City Council, which was provided by Council on October 4, 2023, following the Bonita Bay PUD Employee Housing Appeal. The proposed Employee Living Facilities regulations include checks for compatibility with surrounding developments, level of impact, and an approval process.

Motion and Vote

Chairman Maturo made a motion to approve the three proposed LDC amendments, as they appear to be consistent with the Comprehensive Plan; Seconded by Board Member Dhooghe. The motion carried 5-0.

V. UPDATE FROM OCTOBER LPA MEETING

At the request of Clerk Sheffield, Planning and Zoning Manager Jacqueline Gensen provided a complete overview of the remaining steps in the process for subsequent adoption by City Council of the amendments that were heard today by the LPA. She further provided an update on the Wireless Communications Facilities Regulations that was heard by the LPA in October.

VI. APPROVAL OF PRIOR MEETING MINUTES:

Board Member Dhooghe made a motion to approve the minutes from the meeting held on 10/19/23; Seconded by Vice Chairman Lohan. The motion carried 4-0 (Board Member Townsend did not vote on the motion since he was not present at the October meeting.

VII. NEXT MEETING

The Clerk's office will keep members informed of the date of the next meeting.

VIII. ADJOURNMENT

Chairman Maturo thanked resigning member Bob Bornstein for his service on the LPA. He further thanked staff for providing thorough presentations and thanked the Bonita Springs Fire Control and Rescue District for the use of the facility.

There being no further items to discuss, the meeting adjourned at 9:26 a.m.

Prepared by,

Mike Sheffield, City Clerk

Approved by the Local Planning Agency on the ____ of ____, 2024.

Jeff Maturo, Chairman

REQUESTED MOTION: Approve land dedication and berm agreement as well as accept deeds from Lee County and authorize the Mayor to execute documents in furtherance of acceptance.

REQUESTOR: Derek Rooney, City Attorney

AGENDA: City Attorney

STRATEGIC PRIORITY:

BACKGROUND:

Pursuant to the Settlement Agreement entered into between the City and BG Mine, LLC the City is to take title to a parcel at the terminus of Bonita Grande Drive for utilization as a regional public park. The park will have access to the Bonita Grande project's lakes and potentially to the Kiker Preserve. As part of the Settlement Agreement, BG Mine and the City have been working secure public access to the Lake Park location.

Lee County has agreed subject to the terms of the attached agreement with the City and BG Mine to dedicate for land necessary to secure access to the Lake Park in accordance with the right-of-way design plans.

STAFF RECOMMENDATION: Approve draft agreement and accept deeds.

ATTACHMENTS: Draft land dedication agreement and deed.

REVIEWERS:

City Manager:	Arleen Hunter
City Attorney:	Derek Rooney
City Clerk:	Michael Sheffield

LAND CONVEYANCE AND BERM AGREEMENT

THIS LAND CONVEYANCE AND BERM AGREEMENT (this “**Agreement**”) is entered into this ____ day of _____ 2024, by and between **LEE COUNTY**, a political subdivision and charter county of the State of Florida (“**County**”), the **CITY OF BONITA SPRINGS**, a municipal corporation (“**City**”) and **BG MINE, LLC**, a Florida limited liability company (“**BGM**”) (collectively the “**Parties**”).

WHEREAS, BGM owns approximately 1243 +/- acres of land located in the City of Bonita Springs Florida, said property being legally described in **Exhibit “A”** attached hereto (“**BGM Property**”); and

WHEREAS, the City is pursuing the necessary entitlements to construct improvements to the existing Bonita Grande Drive north of East Terry Street (the “**Improvements**”), that will serve a City park, as described on **Exhibit “B”** attached hereto, and the public. The Improvements are divided into two phases, with Phase One being located from East Terry Street to the main entrance to BGM’s residential development (“**Phase One Improvements**”) and Phase Two being located from the main entrance to BGM’s residential development to the City park (“**Phase Two Improvements**”); and

WHEREAS, several road right-of-way easements were previously dedicated to the County along Bonita Grande Drive; and

WHEREAS, the County is the owner of tracts of land located in Lee County, Florida, as described on **Exhibit “C”** attached hereto (“**County Property**”); and

WHEREAS, a portion of the County Property is needed for the Improvements, which will include but not be limited to roadway, public utilities, drainage, sloping, landscaping, lighting, sidewalk/bike paths and signage; and

WHEREAS, the County desires to construct a flood mitigation berm in the eastern portion of the BGM Property; and to obtain a public access easement along the western property line of the City park for access to Kiker Preserve; and

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein and of the benefits to accrue to each Party, the County, the City and BGM agree to exchange the following parcels of real property and easements as follows:

1. Right of Way Terms.

- a. The County formally accepts the road right-of-way easements described in the attached **Exhibit “D”** for public road right-of-way purposes.
- b. County shall execute a County Deed to the City conveying i) a portion of the County Property and ii) the road right-of-way easements within Section 1.a. above, all in the form and substance attached as **Exhibit “E”**, and a Grant of Perpetual Slope Easement to the City conveying a slope easement interest in a portion of the County

Property, in the form and substance attached as **Exhibit “F”** (collectively the “Dedicated Property”) for the use and benefit of the City to design, permit and construct the Improvements over, upon and across the Dedicated Property, all subject to the terms of this Agreement. The County Deed and Grant of Perpetual Slope Easement shall contain a reverter clause in the event the project does not move forward, or the Dedicated Property ceases to be used for public purposes. The executed County Deed and Grant of Perpetual Slope Easement shall be provided to City within 30 days of the effective date of this Agreement. City agrees to record the two instruments within 30 days or return them to the County.

- c. Existing fencing located on the County Property will be relocated by the City, at the time of construction of the Bonita Grande Drive improvement project, to the new property line.
 - d. Upon completion of construction, the Phase One Improvements will be operated and maintained at no cost to the County by either: (i) BGM Property’s master association to be created by BGM or assigns (the “**Association**”); or (ii) a community development district serving the BGM Property (“**CDD**”). Phase Two Improvements will be operated and maintained at no cost to the County by the City unless otherwise agreed between the City and County.
 - e. The County approves and accepts the drainage outfall from the Improvements, as permitted by South Florida Water Management District (“**SFWMD**”), into the existing swales along the County’s maintained portion of Bonita Grande Drive south of the Improvements and ultimately into Kehl Canal. At BGM’s request and expense, the County shall cooperate with BGM to obtain approvals from government agencies for the Improvements, including but not limited to submitting approval letters accepting the drainage outfall from the Improvements.
2. Flood Mitigation Berm. As part of the residential development permit applications for the BGM Property, the permit plans will show alternative typical sections for the eastern perimeter berms, specifically the berm required for the residential development (the “**Residential Berm**”) as shown on the attached **Exhibit “G-1”** and an enhanced berm (the “**Enhanced Berm**”) as shown on the attached **Exhibit “G-2”**. At time of construction bidding for the residential development, BGM will obtain and provide to the County the added costs attributable to the County’s Enhanced Berm. The costs attributable to the County under this Agreement is limited to the difference between the cost of building the Residential Berm and the cost of building the Enhanced Berm. The costs attributable to BGM under this agreement is the cost to build the Residential Berm. The County will have sixty (60) days from BGM’s written notice to agree to such added costs and secure a method of payment acceptable to BGM. If the County does not agree to the added costs or cannot secure payment, then BGM is allowed to construct the Residential Berm and the Parties shall be released from any liability or obligation for the flood mitigation berm terms set forth herein and BGM will be responsible for all costs associated with maintenance and repairs to the Residential Berm.

If the County agrees to the added costs and the Enhanced Berm is constructed by BGM, an easement for maintenance and repairs will be granted by BGM to the County within

forty (45) days after SFWMD and County acceptance of engineer's certification of the Enhanced Berm. BGM will be responsible for all costs associated with the perpetual routine maintenance of the Enhanced Berm. Any costs attributable to necessary repairs to the Enhanced Berm will be the responsibility of the County.

3. Public Access Easement. The City will provide to the County, at no cost and free and clear of all liens and encumbrances, a sixty (60) foot access easement along the western boundary of the City park. Exact alignment will be reasonably agreed upon by the City and County. The County has the right, but not the obligation to build a road and/or other improvements within the easement area. In the event that the County builds a road and/or other improvements, all construction, operation and maintenance costs for the public access using the 60-foot access easement shall be the responsibility of the County. The access easement will be provided within one (1) year of the Phase One Improvements being constructed.
4. Binding Obligations. This Agreement is binding upon and inures to the benefit of the Parties and their respective heirs, executors, successors, and assigns.
5. Default. Any material breach of this Agreement may be enforced by either Party as against the other by appropriate action in law or equity filed in a court of competent jurisdiction; provided, however, no such action may be brought until the defaulting Party has been given notice and ninety (90) days in which to cure the default. If the default cannot reasonably be cured within the ninety (90) day period, such period shall be extended if the cure is commenced within such ninety (90) days and the defaulting Party is proceeding with due diligence for such period of time reasonably required to complete such cure.
6. Entire Agreement. This Agreement embodies the whole agreement of the Parties. There are no promises, terms, conditions, or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations, or agreements between the Parties, either verbal or written, regarding the subject matter of this Agreement. Nothing contained herein shall be construed as a termination, release or forfeiture of either the City or County's, or its Department of Transportation's, inherent police powers, or as a waiver of the either's' sovereign immunity under law.
7. Attorney fees. In the event any litigation arises in connection with this Agreement, each party shall bear its own attorneys' fees and costs, at trial and on appeal.
8. Duration of Agreement. This Agreement shall remain in full force and effect in perpetuity unless terminated upon completion of all obligations set forth herein by the Parties.
9. Amendment or Termination. This Agreement may be amended or terminated with the Parties' mutual consent, in writing signed by all Parties.
10. Notices. All notices required or permitted under this Agreement shall be in writing and shall be mailed by certified mail, return receipt requested to the following addresses, or

to such other person or address as any Party may designate from time to time in writing:

If to the BGM: BG Mine, LLC
6200 Whiskey Creek Drive
Fort Myers, FL 33919
Attn: Ned Dewhirst
Email: ndewhirst@oakbrookco.com

With a copy to: Oakbrook Properties, Inc.
4601 Garden Point Trail
Wellington, FL 33414
Attn: Joyce McArdle
Email: jmcardle@oakbrookco.com

If to the County: Lee County
2115 Second Street
Fort Myers, FL 33901
Attn: County Manager

With a copy to: County Attorney's Office
2115 Second Street
Fort Myers, FL 33901

If to the City: City of Bonita Springs
9101 Bonita Beach Road
Bonita Springs, FL 34135
Attn: City Manager

With a copy to: Gray Robinson, P.A.
1404 Dean Street, Suite 300
Fort Myers, FL 33901
Attn: Derek Rooney, Esq.
Derek.rooney@gray-robinson.com

11. Governing Law. This Agreement shall be construed and interpreted according to the laws of the State of Florida, and venue with respect to any litigation between the Parties related to this Agreement shall be exclusively in Lee County, Florida.
12. Covenants Running with the Land and Successors and Assigns. The obligations imposed and entitlements created pursuant to this Agreement shall run with and bind the Property as covenants running with the land, and this Agreement shall be binding upon and enforceable by and against the Parties hereto, their personal representatives, heirs, successors, grantees, and assigns, and future property owners, Associations, and Development Districts. Upon prior notice and approval by the County and City, the obligations of the BGM may be assigned to one or more successor landowners, developers, property owners associations or to one or more CDDs, and then BGM shall

thereafter be relieved of all obligations hereunder.

13. Effective Date. This Agreement will become effective upon full execution by the Parties and recording of the Agreement in the Public Records of Lee County.
14. Recording of Agreement. This Agreement will be recorded by the County in the Public Records of Lee County within fourteen (14) days of approval by the Lee County Board of County Commissioners. The costs of recording this Agreement will be paid by the BGM.

[REMAINDER OF THIS PAGE IS BLANK

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year written below.

BGM

WITNESSES

BG MINE, LLC

a Florida limited liability company

Print Name _____

By: Oakbrook Properties, Inc., a Delaware corporation, as Manager

By: _____
Ned Dewhirst, Senior Vice President

Print Name _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2023, by Ned Dewhirst, as Senior Vice President of Oakbrook Properties, Inc., a Delaware corporation, who is personally known to me or who produced _____ as identification.

Notary Public Signature

My Commission Expires:

Type/Print Notary Public Name

Commission No: _____

Approved and executed for and on behalf of Lee County, Florida, this ____ day of _____, 20____.

ATTEST:
KEVIN C. KARNES
CLERK OF CIRCUIT COURT

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: _____
Deputy Clerk

BY: _____
MIKE GREENWELL, CHAIR

APPROVED AS TO FORM FOR THE
RELIANCE OF LEE COUNTY ONLY

BY: _____
County Attorney's Office

ATTEST:
_____, CLERK

**CITY OF BONITA SPRINGS,
FLORIDA**

By: _____
Deputy Clerk

By: _____
_____, Chair

Print Name

Approved as to form:

Office of City Attorney

EXHIBIT A

BGM Property

EXHIBIT B

City Park Legal

EXHIBIT C

County Property

EXHIBIT D

Road ROW Easements __ Legal Descriptions/Sketches

EXHIBIT E

County Deed

EXHIBIT F

Grant of Perpetual Slope Easement and Legal Description/Sketch

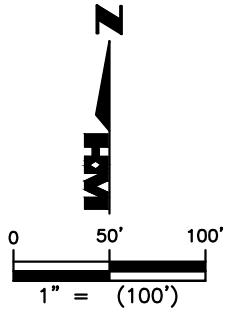
EXHIBIT G-1

Residential Berm Typical Sections

EXHIBIT G-2

Enhanced Berm Typical Sections

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LINE	BEARING	DISTANCE
L1	N 01°08'47" W	35.00'
L2	N 88°52'37" E	25.00'
L3	N 01°08'47" W	620.47'
L4	S 08°14'57" E	40.40'
L5	S 01°23'48" E	126.72'
L6	S 00°28'40" E	114.38'
L7	S 02°27'41" E	164.93'
L8	S 27°39'31" E	93.71'
L9	S 78°58'45" E	115.04'
L10	S 51°35'24" E	58.78'
L11	S 80°39'34" E	93.54'
L12	S 01°10'04" E	11.98'
L13	S 88°52'37" W	299.59'

LEGEND

- L1 = SEE LINE TABLE
- C1 = SEE CURVE TABLE
- SET 5/8" IRON PIN/CAP "LB1772"
- ▲ SET NAIL AND DISK "LB1772"
- ⚠ FOUND NAIL WITH TIN
- FOUND 4X4 CONCRETE MONUMENT

30-47-26-B3-00001.0000
TRINITY ENTERPRISE HOLDINGS, INC
INSTR. NO. 2018000186446

31-47-26-B2-00609.0010
LEE COUNTY
(DEED INFO NOT AVAILABLE)
(BASED ON O.R. 3339, PG. 831)

29-47-26-B4-00164.0000
LEE COUNTY
INSTR. NO. 2009000284039

29-47-26-B4-00163.0000
LEE COUNTY
INSTR. NO. 2009000284039

29-47-26-B4-00163.0000
TIITF STATE OF FLORIDA
INSTR. NO. 2009000284039

N:732227.45
E:741767.80

29-47-26-B4-00150.0000
LOPEZ RICARDO & MARCELA
INSTR. NO. 2016000198145

N LINE, W 1/2 , SW 1/4, SW 1/4,
SW 1/4 OF SECTION 29

E LINE, W 1/2 , SW 1/4, SW 1/4,
SW 1/4 OF SECTION 29

E 1/4 CORNER
SECTION 30

(BASIS OF BEARINGS) W LINE
OF SECTION 29, S01°08'47"E
N 01°08'48" W 625.20'

POINT OF
BEGINNING
N:731607.10
E:741780.22

POINT OF
COMMENCEMENT
SW CORNER OF
SECTION 29

EAST TERRY STREET,
CITY OF BONITA SPRINGS
125' ROAD R-O-W

EAST TERRY STREET,
CITY OF BONITA SPRINGS

35.0' R-O-W

25.0' R-O-W

LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN SECTION 29, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 29, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, THENCE RUN ALONG WEST LINE OF SAID SECTION 29 N01°08'47"W FOR A DISTANCE OF 35.00 FEET; THENCE RUN N88°52'37"E FOR A DISTANCE OF 25.00 FEET; TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED; THENCE RUN N01°08'47"W FOR A DISTANCE OF 620.47 FEET; THENCE RUN S08°14'57"E FOR A DISTANCE OF 40.40 FEET; THENCE RUN S01°23'48"E FOR A DISTANCE OF 126.72 FEET; THENCE RUN S00°28'40"E FOR A DISTANCE OF 114.38 FEET; THENCE RUN S02°27'41"E FOR A DISTANCE OF 164.93 FEET; THENCE RUN S27°39'31"E FOR A DISTANCE OF 93.71 FEET; THENCE RUN S78°58'45"E FOR A DISTANCE OF 115.04 FEET; THENCE RUN S51°35'24"E FOR A DISTANCE OF 58.78 FEET; THENCE RUN S80°39'34"E FOR A DISTANCE OF 93.54 FEET; THENCE RUN S01°10'04"E FOR A DISTANCE OF 11.98 FEET; THENCE RUN S88°52'37"W FOR A DISTANCE OF 299.59 FEET, TO THE POINT OF BEGINNING.

CONTAINING 22141.11 SQUARE FEET OR 0.51 ACRE, MORE OR LESS.

BEARINGS REFER TO WEST LINE OF SECTION 29, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, AS BEING S01°08'47"E.

NOTES:

ABSTRACT OF TITLE HAS NOT BEEN REVIEWED BY SURVEYOR.

COORDINATES SHOW HEREON REFER TO FLORIDA STATE PLANE WEST

IMPROVEMENTS WITHIN PROJECT BOUNDARY AND ADJACENT TO HAVE NOT BEEN LOCATED OR SHOWN.

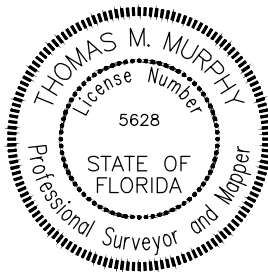
THIS PROPERTY WAS SURVEYED UNDER MY DIRECTION ON 9/29/2023.

THIS SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

CERTIFIED TO: BG MINE LLC
BOCA GRANDE 80 LLC

HOLE MONTES, INC.
CERTIFICATE OF AUTHORIZATION NUMBER LB 1772

BY _____ LS5628
THOMAS M. MURPHY STATE OF FLORIDA



BOUNDARY SURVEY

NOT VALID
WITHOUT THE
SIGNATURE AND
THE ORIGINAL SEAL
OF A FLORIDA
LICENSED
SURVEYOR AND
MAPPER.

PARTY CHIEF/FIELD BOOK: DF	DATE: 9/29/2023
DRAWN BY: JNH	DATE: 12/27/2023
SHEET # 1	OF SHEET 1
SEC-TWN-RGE 29-47-26	

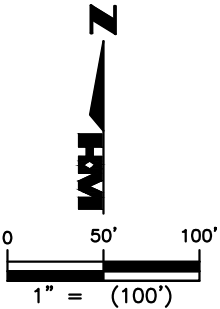


6200 Whiskey Creek Dr.
Ft. Myers, FL. 33919
Phone: (239) 985-1200
Florida Certificate of
Authorization No.1772

BONITA GRANDE EXTENSION
PARCEL 201A

DRAWING NO. H-2393-2
PROJECT NO. 2016.068
FILE NAME: 2016068 BNDY 201A (R2).dwg

H:\2016\2016068\BOUNDARIES\2023 NEW BNDY\R1\2016068 BNDY 703 (R1).dwg 1/9/2024 10:54:26 AM Plotted by: JosephHarm

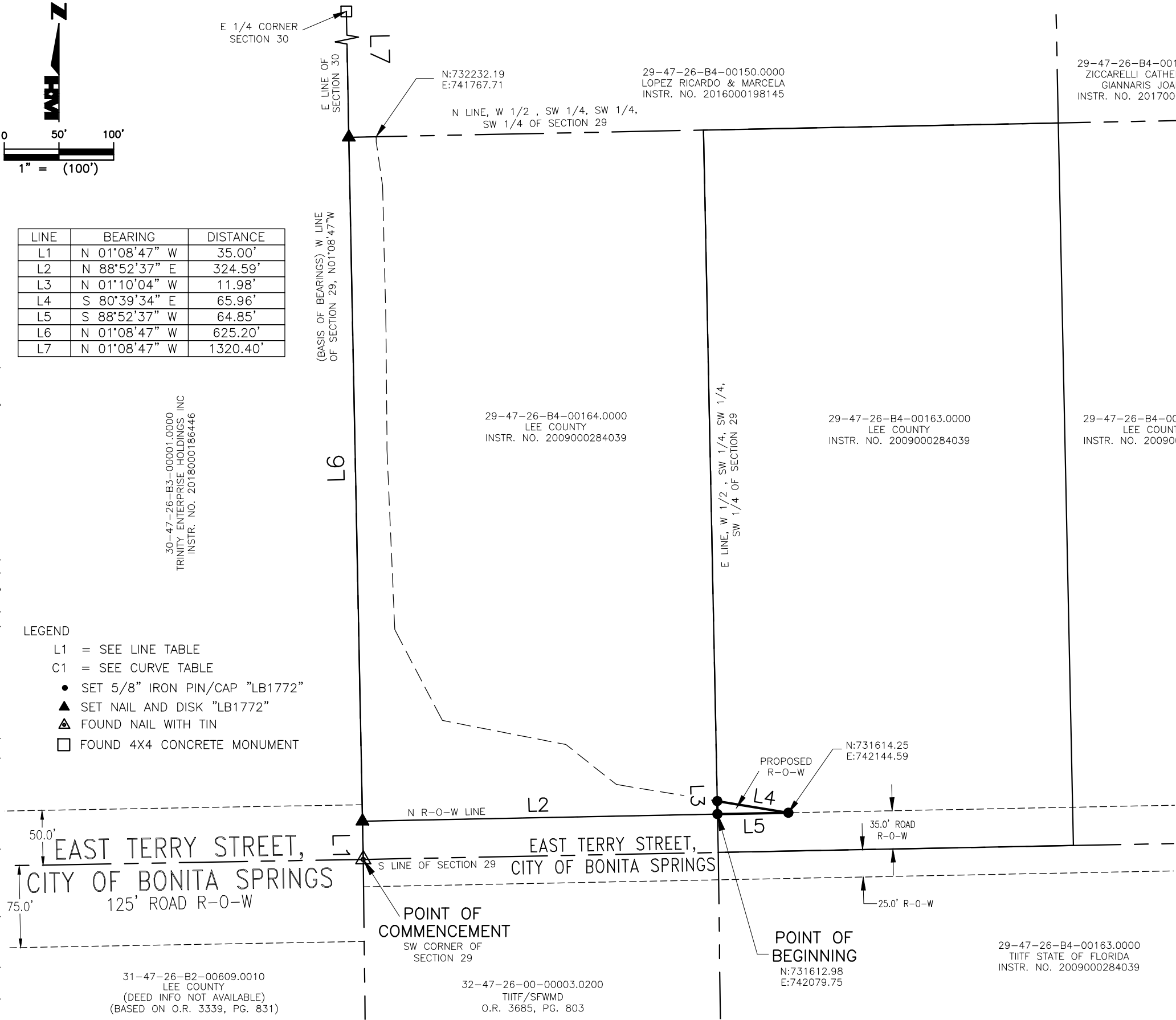


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L2	N 88°52'37" E	324.59'
L3	N 01°10'04" W	11.98'
L4	S 80°39'34" E	65.96'
L5	S 88°52'37" W	64.85'
L6	N 01°08'47" W	625.20'
L7	N 01°08'47" W	1320.40'

30-47-26-B3-00001.0000
TRINITY ENTERPRISE HOLDINGS INC
INSTR. NO. 2018000186446

LEGEND

- L1 = SEE LINE TABLE
C1 = SEE CURVE TABLE
● SET 5/8" IRON PIN/CAP "LB1772"
▲ SET NAIL AND DISK "LB1772"
⚠ FOUND NAIL WITH TIN
□ FOUND 4X4 CONCRETE MONUMENT



LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN SECTION 29, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 29, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, THENCE RUN ALONG WEST LINE OF SAID SECTION 29 N01°08'47"W FOR A DISTANCE OF 35.00 FEET; THENCE LEAVING SAID WEST LINE RUN N88°52'37"E FOR A DISTANCE OF 324.59 FEET; TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED; THENCE RUN N01°10'04"W FOR A DISTANCE OF 11.98 FEET; THENCE RUN S80°39'34"E FOR A DISTANCE OF 65.96 FEET; THENCE RUN S88°52'37"W FOR A DISTANCE OF 64.85 FEET, TO THE POINT OF BEGINNING.

CONTAINING 388.44 SQUARE FEET, MORE OR LESS.

BEARINGS REFER TO WEST LINE OF SECTION 29, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, AS BEING N01°08'47"W.

NOTES:

ABSTRACT OF TITLE HAS NOT BEEN REVIEWED BY SURVEYOR.

COORDINATES SHOW HEREON REFER TO FLORIDA STATE PLANE WEST

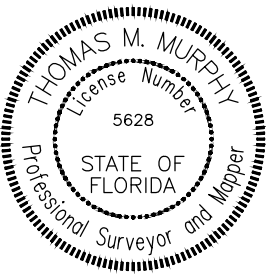
IMPROVEMENTS WITHIN PROJECT BOUNDARY AND ADJACENT TO HAVE NOT BEEN LOCATED OR SHOWN.

THIS PROPERTY WAS SURVEYED UNDER MY DIRECTION ON 9/29/2023.

THIS SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

CERTIFIED TO: BG MINE LLC
BOCA GRANDE 80 LLC

HOLE MONTES, INC.
CERTIFICATE OF AUTHORIZATION NUMBER LB 1772



BY _____ LS5628
THOMAS M. MURPHY STATE OF FLORIDA

BOUNDARY SURVEY

NOT VALID
WITHOUT THE
SIGNATURE AND
THE ORIGINAL SEAL
OF A FLORIDA
LICENSED
SURVEYOR AND
MAPPER.

PARTY CHIEF/FIELD BOOK: DF	DATE: 9/29/2023
DRAWN BY: JNH	DATE: 12/27/2023
SHEET # 1	OF SHEET 1
SEC-TWN-RGE 29-47-26	

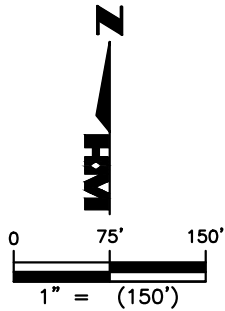


6200 Whiskey Creek Dr.
Ft. Myers, FL. 33919
Phone: (239) 985-1200
Florida Certificate of
Authorization No.1772

BONITA GRANDE EXTENSION
PARCEL 703

DRAWING NO. H-2527-1
PROJECT NO. 2016.068
FILE NAME: 2016068 BNDY 703 (R1).dwg

COORDINATES SHOW HEREON REFER TO
FLORIDA STATE PLANE WEST



PARCEL 101
30-47-26-B3-00001.0000
TRINITY ENTERPRISE HOLDINGS, INC
INSTR. NO. 2018000186446

LINE	BEARING	DISTANCE
L1	N 01°08'47" W	660.20'
L2	N 88°50'47" E	25.00'
L3	S 01°08'47" E	625.21'
L4	N 88°52'37" E	299.59'
L5	S 01°10'04" E	35.00'
L6	S 88°52'37" W	324.60'

PARCEL 202

29-47-26-B4-00150.0000
LOPEZ RICARDO & MARCELA
INSTR. NO. 2016000198145

N:732232.19
E:741767.71

PARCEL 201

29-47-26-B4-00164.0000
LEE COUNTY
INSTR. NO. 2009000284039

(BASIS OF BEARINGS) W. LINE
OF SECTION 29, S01°08'47"E

"PARCEL 201B"
PROPOSED R-O-W

POINT OF
BEGINNING
SW CORNER OF
SECTION 29
N:731571.62
E:741755.92

EAST TERRY STREET, CITY
OF BONITA SPRINGS
125' ROAD R-O-W

31-47-26-B2-00609.0010
LEE COUNTY

32-47-26-00-00003.0200
TIITF/SFWMD
O.R. 3685, PG. 803

NOT A SURVEY

DR- N BY: JNH	D-TE: 12/27/2023
SHEET # 1	OF SHEET 2
SEC-TWN-RGE: 30-47-26	



6200 Whiskey Creek Dr.
Ft. Myers, FL. 33919
Phone: (239) 985-1200
Florida Certificate of
-authorization No.1772

SKETCH AND LEGAL PARCEL 201B
BONITA GRANDE DRIVE EXTENSION

DR- ING NO. H-2270-10
PROJECT NO. 2016.068
FILE N-ME 2016068 S&L R10 (2018).dwg

LEGAL DESCRIPTION

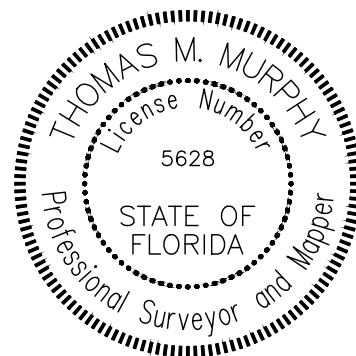
A PARCEL OF LAND LOCATED IN SECTION 29, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SECTION 29, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, THENCE RUN ALONG WEST LINE OF SAID SECTION 29; N01°08'47"W FOR A DISTANCE OF 660.20 FEET; THENCE RUN N88°50'47"E FOR A DISTANCE OF 25.00 FEET; THENCE RUN S01°08'47"E FOR A DISTANCE OF 625.21 FEET; THENCE RUN N88°52'37"E FOR A DISTANCE OF 299.59 FEET; THENCE RUN S01°10'04"E FOR A DISTANCE OF 35.00 FEET TO A POINT ON THE SOUTH LINE OF SAID SECTION 29; THENCE RUN S88°52'37"W ALONG SAID SOUTH LINE FOR A DISTANCE OF 324.60 FEET, TO THE POINT OF BEGINNING.

CONTAINING 26945.08 SQUARE FEET OR 0.62 ACRE, MORE OR LESS.

BEARINGS REFER TO WEST LINE OF SECTION 29, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, AS BEING S01°08'47"E.

HOLE MONTES, INC.
CERTIFICATE OF AUTHORIZATION NUMBER LB 1772



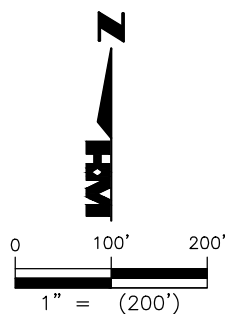
BY _____ LS5628
THOMAS M. MURPHY STATE OF FLORIDA

NOT A SURVEY

DRAWN BY: JNH	DATE: 12/27/2023	 6200 Whiskey Creek Dr. Ft. Myers, FL. 33919 Phone: (239) 985-1200 Florida Certificate of Authorization No.1772	SKETCH AND LEGAL PARCEL 201B BONITA GRANDE DRIVE EXTENSION	DRAWING NO. H-2270-10
SHEET # 2	OF SHEET 2			PROJECT NO. 2016.068
SEC-TWN-RGE: 30-47-26				FILE NAME 2016068 S&L R10 (201B).dwg

NOT A SURVEYCOORDINATES SHOW HEREON REFER TO
FLORIDA STATE PLANE WEST

LINE	BEARING	DISTANCE
L1	N 01°08'47" W	330.10'
L2	N 88°49'52" E	25.00'
L3	S 01°08'47" E	330.11'
L4	S 88°50'47" W	25.00'

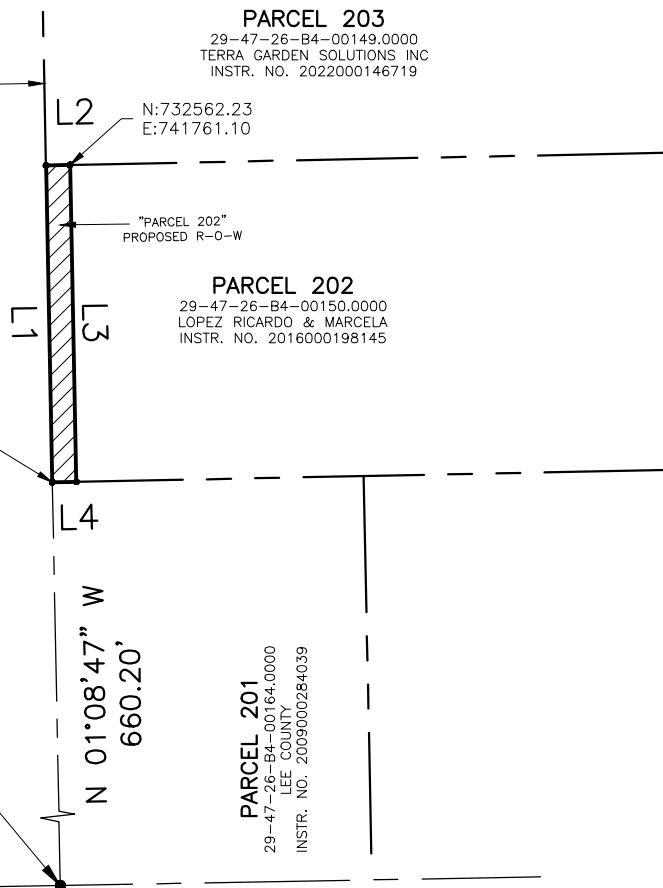


PARCEL 101
30-47-26-B3-00001.0000
TRINITY ENTERPRISE HOLDINGS INC
INSTR. NO. 2018000186446

POINT OF BEGINNING
N:732231.69
E:741742.71

POINT OF COMMENCEMENT
SE CORNER OF
SECTION 30

S LINE OF SECTION 30

(BASIS OF BEARINGS) E. LINE
OF SECTION 30, S01°08'47"E**PARCEL 203**

29-47-26-B4-00149.0000
TERRA GARDEN SOLUTIONS INC
INSTR. NO. 2022000146719

N:732562.23
E:741761.10

"PARCEL 202"
PROPOSED R-O-W

PARCEL 202

29-47-26-B4-00150.0000
LOPEZ RICARDO & MARCELA
INSTR. NO. 2016000198145

PARCEL 201
29-47-26-B4-00164.0000
LEE COUNTY
INSTR. NO. 2009000284039

LEGAL DESCRIPTION

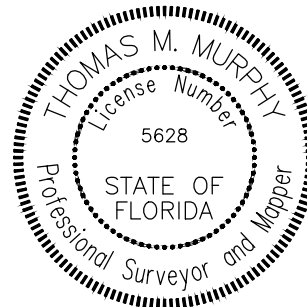
A PARCEL OF LAND LOCATED IN SECTION 30, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 30, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, THENCE RUN ALONG EAST LINE OF SAID SECTION 30, N01°08'47"W FOR A DISTANCE OF 660.20 FEET; TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED; THENCE CONTINUE ALONG THE SAID EAST LINE N01°08'47"W FOR A DISTANCE OF 330.10 FEET; THENCE RUN N88°49'52"E FOR A DISTANCE OF 25.00 FEET; THENCE RUN S01°08'47"E FOR A DISTANCE OF 330.11 FEET; THENCE RUN S88°50'47"W FOR A DISTANCE OF 25.00 FEET, TO THE POINT OF BEGINNING.

CONTAINING 8252.58 SQUARE FEET OR 0.19 ACRE, MORE OR LESS.

BEARINGS REFER TO EAST LINE OF SECTION 30, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, AS BEING S01°08'47"E.

HOLE MONTES, INC.
CERTIFICATE OF AUTHORIZATION NUMBER LB 1772



BY _____ LS5628
THOMAS M. MURPHY STATE OF FLORIDA

DRAWN BY: JNH	DATE: 4/10/2023
SHEET # 1	OF SHEET 1
SEC-TWN-RGE: 29-47-26	



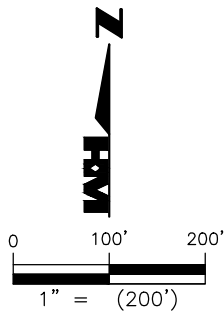
6200 Whiskey Creek Dr.
Ft. Myers, FL. 33919
Phone: (239) 985-1200
Florida Certificate of
Authorization No.1772

SKETCH AND LEGAL PARCEL 202
BONITA GRANDE DRIVE EXTENSION

DRAWING NO. H-2270
PROJECT NO. 2016.068
FILE NAME 2016068 S&L R5.dwg

NOT A SURVEYCOORDINATES SHOW HEREON REFER TO
FLORIDA STATE PLANE WEST

LINE	BEARING	DISTANCE
L1	N 01°08'47" W	330.10'
L2	N 88°48'57" E	25.00'
L3	S 01°08'47" E	330.11'
L4	S 88°49'52" W	25.00'



PARCEL 102
30-47-26-B3-00001.4010
RATZLAFF MARCEL & DALE
OR. 3090, PG. 1531

(BASIS OF BEARINGS)
E LINE OF SECTION
30, S01°08'47"E

PARCEL 204
29-47-26-B4-00147.0000
GMS REAL ESTATE INVESTMENT LLC
INSTR. NO. 2022000219890

N:732892.27
E:741754.50

"PARCEL 203"
PROPOSED R-O-W

PARCEL 203
29-47-26-B4-00149.0000
TERRA GARDEN SOLUTIONS INC
INSTR. NO. 2022000146719

**POINT OF
BEGINNING**
N:732561.72
E:741736.11

PARCEL 101
30-47-26-B3-00001.0000
TRINITY ENTERPRISE HOLDINGS INC
INSTR. NO. 2018000186446

**POINT OF
COMMENCEMENT**
SE CORNER OF
SECTION 30

PARCEL 202
29-47-26-B4-00150.0000
LOPEZ RICARDO & MARCELA
INSTR. NO. 2016000198145

N 01°08'47" W
990.30'

S LINE OF SECTION 30

LEGAL DESCRIPTION

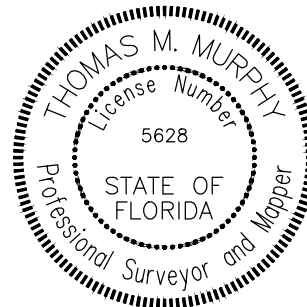
A PARCEL OF LAND LOCATED IN SECTION 30, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 30, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, THENCE RUN ALONG EAST LINE OF SAID SECTION 30, N01°08'47"W FOR A DISTANCE OF 990.30 FEET; TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED; THENCE CONTINUE ALONG THE SAID EAST LINE N01°08'47"W FOR A DISTANCE OF 330.10 FEET; THENCE RUN N88°48'57"E FOR A DISTANCE OF 25.00 FEET; THENCE RUN S01°08'47"E FOR A DISTANCE OF 330.11 FEET; THENCE RUN S88°49'52"W FOR A DISTANCE OF 25.00 FEET, TO THE POINT OF BEGINNING.

CONTAINING 8252.66 SQUARE FEET OR 0.19 ACRE, MORE OR LESS.

BEARINGS REFER TO EAST LINE OF SECTION 30, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, AS BEING S01°08'47"E.

HOLE MONTES, INC.
CERTIFICATE OF AUTHORIZATION NUMBER LB 1772



BY _____ LS5628
THOMAS M. MURPHY STATE OF FLORIDA

DRAWN BY:
JNH
SHEET #
1
DATE:
4/10/2023
OF SHEET
1
SEC-TWN-RGE:
29-47-26



6200 Whiskey Creek Dr.
Ft. Myers, FL. 33919
Phone: (239) 985-1200
Florida Certificate of
Authorization No.1772

SKETCH AND LEGAL PARCEL 203
BONITA GRANDE DRIVE EXTENSION

DRAWING NO.
H-2270
PROJECT NO.
2016.068
FILE NAME
2016068 S&L R5.dwg

PARCEL 103

30-47-26-B3-00001.4030
NICOLE EQUESTRIAN LLC
INSTR. NO. 2018000012079

PARCEL 205

29-47-26-B4-00133.0000
ASAMBLEA IGLESIAS CRISTIANA
OR. 3296, PG. 2806

COORDINATES SHOW HEREON
REFER TO FLORIDA STATE
PLANE WEST

PARCEL 102
30-47-26-B3-00001.4010
RATZLAFF MARCEL & DALE
OR. 3090, PG. 1531

(BASIS OF BEARINGS) E LINE
OF SECTION 30, S01°08'47"E

N 01°08'47" W 660.20'
"PARCEL 204" PROPOSED R-O-W
S 01°08'47" E 660.21'

PARCEL 204
29-47-26-B4-00147.0000
GMS REAL ESTATE INVESTMENT LLC
INSTR. NO. 2022000219890

LINE	BEARING	DISTANCE
L1	N 88°47'08" E	25.00'
L2	S 88°48'57" W	25.00'

POINT OF
BEGINNING
N:732891.76
E:741729.51

PARCEL 101

30-47-26-B3-00001.0000
TRINITY ENTERPRISE HOLDINGS INC
INSTR. NO. 2018000186446

PARCEL 203

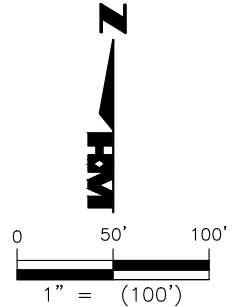
29-47-26-B4-00149.0000
TERRA GARDEN SOLUTIONS INC
INSTR. NO. 2022000146719

NOT A SURVEY

S LINE OF SECTION 30

N 01°08'47" W
1320.40'

POINT OF
COMMENCEMENT
SE CORNER OF
SECTION 30



DR- N BY: JNH	D-TE: 4/10/2023
SHEET # 1	OF SHEET 2
SEC-TWN-RGE: 29-47-26	



6200 Whiskey Creek Dr.
Ft. Myers, FL. 33919
Phone: (239) 985-1200
Florida Certificate of
-uthorization No.1772

SKETCH AND LEGAL PARCEL 204
BONITA GRANDE DRIVE EXTENSION

DR- ING NO. H-2270
PROJECT NO. 2016.068
FILE N-ME 2016068 S&L R5.dwg

LEGAL DESCRIPTION

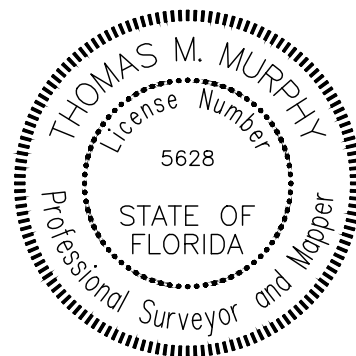
A PARCEL OF LAND LOCATED IN SECTION 30, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 30, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, THENCE RUN ALONG EAST LINE OF SAID SECTION 30 N01°08'47"W FOR A DISTANCE OF 1320.40 FEET; TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED; THENCE CONTINUE ALONG THE SAID EAST LINE N01°08'47"W FOR A DISTANCE OF 660.20 FEET; THENCE RUN N88°47'08"E FOR A DISTANCE OF 25.00 FEET; THENCE RUN S01°08'47"E FOR A DISTANCE OF 660.21 FEET, THENCE RUN S88°48'57"W FOR A DISTANCE OF 25.00 FEET, TO THE POINT OF BEGINNING.

CONTAINING 16505.16 SQUARE FEET OR 0.38 ACRE, MORE OR LESS.

BEARINGS REFER TO EAST LINE OF SECTION 30, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, AS BEING S01°08'47"E.

HOLE MONTES, INC.
CERTIFICATE OF AUTHORIZATION NUMBER LB 1772



BY _____ LS5628
THOMAS M. MURPHY STATE OF FLORIDA

NOT A SURVEY

DRAWN BY: JNH	DATE: 4/10/2023		6200 Whiskey Creek Dr. Ft. Myers, FL. 33919 Phone: (239) 985-1200 Florida Certificate of Authorization No.1772	SKETCH AND LEGAL PARCEL 204 BONITA GRANDE DRIVE EXTENSION	DRAWING NO. H-2270
SHEET # 2	OF SHEET 2				PROJECT NO. 2016.068
SEC-TWN-RGE: 29-47-26					FILE NAME 2016068 S&L R5.dwg

PARCEL 105

30-47-26-B2-00001.0060
LEE COUNTY DISTRICT SCHOOL BOARD
OR. 3949, PG. 1844

PARCEL 206

29-47-26-B1-00132.0000
CATALDO DOMENICO & SARITA
INSTR. NO. 2006000032355

COORDINATES SHOW HEREON
REFER TO FLORIDA STATE
PLANE WEST

PARCEL 104

30-47-26-B3-00001.403A
BOYD, WENDLA M
OR. 3916, PG. 2240
(PURSUANT; NOT VISIBLE)

PARCEL 103

30-47-26-B3-00001.4030
NICOLE EQUESTRIAN LLC
INSTR. NO. 2018000012079

PARCEL 102

30-47-26-B3-00001.4010
RATZLAFF MARCEL & DALE
OR. 3090, PG. 1531

POINT OF
COMMENCEMENT
SW CORNER OF
SECTION 29

POINT OF
BEGINNING
N:733551.82
E:741716.30

(BASIS OF BEARINGS) W LINE
OF SECTION 29, S01°08'47"E

N 01°08'47" W 660.20'

"PARCEL 205B" PROPOSED R-O-W

S 01°08'47" E 635.21'

L2

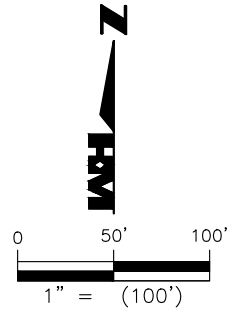
L3

L4

L5

L1

N:734213.06
E:741757.08



PARCEL 205
29-47-26-B4-00133.0000
ASAMBLEA IGLESIAS CRISTIANA
OR. 3296, PG. 2806

PARCEL 204

29-47-26-B4-00147.0000
GMS REAL ESTATE INVESTMENT LLC
INSTR. NO. 2022000219890

S LINE OF SECTION 29

NOT A SURVEY

DR- N BY: JNH	D-TE: 1/11/2024
SHEET # 1	OF SHEET 2
SEC-TWN-RGE: 29-47-26	



6200 Whiskey Creek Dr.
Ft. Myers, FL. 33919
Phone: (239) 985-1200
Florida Certificate of
-uthorization No.1772

SKETCH AND LEGAL PARCEL 205B
BONITA GRANDE DRIVE EXTENSION

DR- ING NO. H-2600
PROJECT NO. 2016.068
FILE N-ME 2016068 S&L R7 (205B).dwg

LINE	BEARING	DISTANCE
L1	N 01°08'47" W	1980.60'
L2	N 88°45'17" E	54.00'
L3	S 01°08'47" E	25.00'
L4	S 88°45'17" W	29.00'
L5	S 88°47'08" W	25.00'

LEGAL DESCRIPTION

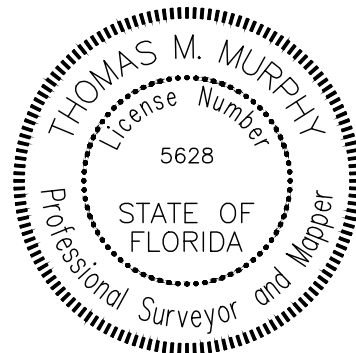
A PARCEL OF LAND LOCATED IN SECTION 29, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 29, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, THENCE RUN ALONG WEST LINE OF SAID SECTION 29 N01°08'47"W FOR A DISTANCE OF 1980.60 FEET; TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED; THENCE CONTINUE ALONG SAID WEST LINE N01°08'47"W FOR A DISTANCE OF 660.20 FEET; THENCE RUN N88°45'17"E FOR A DISTANCE OF 54.00 FEET; THENCE RUN S01°08'47"E FOR A DISTANCE OF 25.00 FEET; THENCE RUN S88°45'17"W FOR A DISTANCE OF 29.00 FEET; THENCE RUN S01°08'47"E FOR A DISTANCE OF 635.21 FEET; THENCE RUN S88°47'08"W FOR A DISTANCE OF 25.00 FEET, TO THE POINT OF BEGINNING.

CONTAINING 17230.16 SQUARE FEET OR 0.40 ACRE, MORE OR LESS.

BEARINGS REFER TO WEST LINE OF SECTION 29, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, AS BEING S01°08'47"E.

HOLE MONTES, INC.
CERTIFICATE OF AUTHORIZATION NUMBER LB 1772

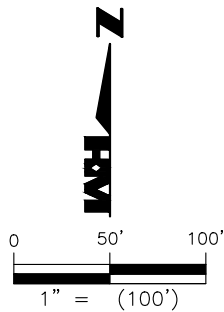


BY _____ LS5628
THOMAS M. MURPHY STATE OF FLORIDA

NOT A SURVEY

DRAWN BY: JNH	DATE: 1/11/2024	 6200 Whiskey Creek Dr. Ft. Myers, FL. 33919 Phone: (239) 985-1200 Florida Certificate of Authorization No.1772	SKETCH AND LEGAL PARCEL 205B BONITA GRANDE DRIVE EXTENSION	DRAWING NO. H-2600
SHEET # 2	OF SHEET 2			PROJECT NO. 2016.068
SEC-TWN-RGE: 29-47-26				FILE NAME 2016068 S&L R7 (205B).dwg

NOT A SURVEY



POINT OF
COMMENCEMENT
NW CORNER OF
SECTION 29

POINT OF
BEGINNING
N:734871.99
E:741689.90

PARCEL 105
30-47-26-B2-00001.0060
LEE COUNTY DISTRICT SCHOOL BOARD
OR. 3949, PG. 1844

(BASIS OF BEARINGS) W LINE
OF SECTION 29, S01°08'41"E

N 01°08'41" W 660.23'
"PARCEL 206B" PROPOSED R-O-W
S 01°08'41" E 635.25'

PARCEL 207
29-47-26-B1-00117.0000
BONITA GRANDE 80 LLC
INSTR. NO. 2020000310112

PARCEL 206
29-47-26-B1-00132.0000
CATALDO DOMENICO & SARITA
INSTR. NO. 20060000032355

COORDINATES SHOW HEREON
REFER TO FLORIDA STATE
PLANE WEST

LINE	BEARING	DISTANCE
L1	S 01°08'41" E	1980.95'
L2	N 88°41'51" E	25.00'
L3	N 88°45'17" E	35.00'
L4	S 01°08'41" E	25.00'
L5	S 88°45'17" W	60.00'

1/4 LINE OF SECTION 30

PARCEL 104
30-47-26-B3-00001.403A
BOYD, WENDLA M
OR. 3916, PG. 2240
(PURSUANT; NOT VISIBLE)

N:734213.19
E:741763.08

PARCEL 205
29-47-26-B4-00133.0000
ASAMBLEA IGLESIAS CRISTIANA
OR. 3296, PG. 2806

DR- N BY:
JNH
SHEET #
1
SEC-TWN-RGE:
29-47-26

D-TE:
1/11/2024
OF SHEET
2



6200 Whiskey Creek Dr.
Ft. Myers, FL. 33919
Phone: (239) 985-1200
Florida Certificate of
-authorization No.1772

SKETCH AND LEGAL PARCEL 206B
BONITA GRANDE DRIVE EXTENSION

DR- ING NO.
H-2599
PROJECT NO.
2016.068
FILE N-ME
2016068 S&L R7 (206B).dwg

LEGAL DESCRIPTION

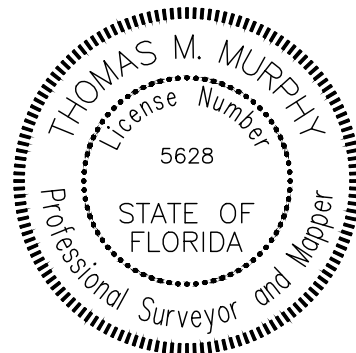
A PARCEL OF LAND LOCATED IN SECTION 29, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 29, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, THENCE RUN ALONG WEST LINE OF SAID SECTION 29, S01°08'41"E FOR A DISTANCE OF 1980.95 FEET; TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED; THENCE RUN N88°41'51"E FOR A DISTANCE OF 25.00 FEET; THENCE RUN S01°08'41"E FOR A DISTANCE OF 635.25 FEET; THENCE RUN N88°45'17"E FOR A DISTANCE OF 35.00 FEET; THENCE RUN S01°08'41"E FOR A DISTANCE OF 25.00 FEET; THENCE RUN S88°45'17"W FOR A DISTANCE OF 60.00 FEET TO A POINT ON THE WEST LINE OF SAID SECTION 29; THENCE RUN ALONG THE SAID WEST LINE N01°08'41"W FOR A DISTANCE OF 660.23 FEET, TO THE POINT OF BEGINNING.

CONTAINING 17381.08 SQUARE FEET OR 0.40 ACRE, MORE OR LESS.

BEARINGS REFER TO WEST LINE OF SECTION 29, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, AS BEING S01°08'41"E.

HOLE MONTES, INC.
CERTIFICATE OF AUTHORIZATION NUMBER LB 1772

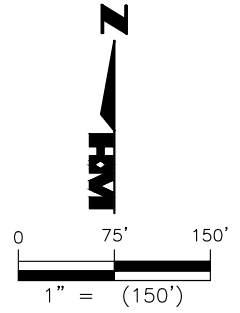


BY _____ LS5628
THOMAS M. MURPHY STATE OF FLORIDA

NOT A SURVEY

DRAWN BY: JNH	DATE: 1/11/2024	 6200 Whiskey Creek Dr. Ft. Myers, FL. 33919 Phone: (239) 985-1200 Florida Certificate of Authorization No.1772	SKETCH AND LEGAL PARCEL 206B BONITA GRANDE DRIVE EXTENSION	DRAWING NO. H-2599
SHEET # 2	OF SHEET 2			PROJECT NO. 2016.068
SEC-TWN-RGE: 29-47-26				FILE NAME 2016068 S&L R7 (206B).dwg

LINE	BEARING	DISTANCE
L1	N 88°41'56" E	60.00'
L2	S 01°08'41" E	396.29'
L3	S 88°41'51" W	60.00'
L4	N 01°08'41" W	396.29'



N LINE OF SECTION 30

POINT OF
COMMENCEMENT
NW CORNER OF
SECTION 29

(BASIS OF BEARINGS) W LINE
OF SECTION 29, S01°08'41"E

S 01°08'41" E
1584.52'

PARCEL 208
29-47-26-B1-00117.0010
BONITA GRANDE 80 LLC
INSTR. NO. 2020000310112

POINT OF
BEGINNING
N:735268.20
E:741681.99

PARCEL 105
30-47-26-B2-00001.0060
LEE COUNTY DISTRICT SCHOOL BOARD
OR. 3949, PG. 1844

L1
L4
L3
PROPOSED R-O-W 207B
L2

PARCEL 207
29-47-26-B1-00117.0000
BONITA GRANDE 80 LLC
INSTR. NO. 2020000310112

N:734873.35
E:741749.89

PARCEL 206
29-47-26-B1-00132.0000
CATALDO DOMENICO & SARITA
INSTR. NO. 2006000032355

COORDINATES SHOW HEREON
REFER TO FLORIDA STATE
PLANE WEST

NOT A SURVEY

DR- N BY: JNH	D-TE: 11/8/2023
SHEET # 1	OF SHEET 2
SEC-TWN-RGE: 29-47-26	



6200 Whiskey Creek Dr.
Ft. Myers, FL. 33919
Phone: (239) 985-1200
Florida Certificate of
-authorization No.1772

SKETCH AND LEGAL PARCEL 207B
BONITA GRANDE DRIVE EXTENSION

DR- ING NO. H-2515
PROJECT NO. 2016.068
FILE N-ME 2016068 S&L R8 (207B).dwg

LEGAL DESCRIPTION

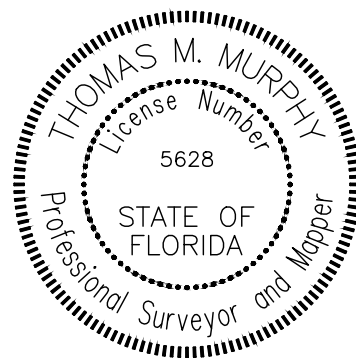
A PARCEL OF LAND LOCATED IN SECTION 29, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 29, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, THENCE RUN ALONG WEST LINE OF SAID SECTION 29, S01°08'41"E FOR A DISTANCE OF 1584.52 FEET; TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED; THENCE RUN N88°41'56"E FOR A DISTANCE OF 60.00 FEET; THENCE RUN S01°08'41"E FOR A DISTANCE OF 396.29 FEET; THENCE RUN S88°41'51"W FOR A DISTANCE OF 60.00 FEET TO A POINT ON THE WEST LINE OF SAID SECTION 29; THENCE RUN N01°08'41"W ALONG THE SAID WEST LINE FOR A DISTANCE OF 396.29 FEET, TO THE POINT OF BEGINNING.

CONTAINING 23777.33 SQUARE FEET OR 0.54 ACRE, MORE OR LESS.

BEARINGS REFER TO WEST LINE OF SECTION 29, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, AS BEING S01°08'41"E.

HOLE MONTES, INC.
CERTIFICATE OF AUTHORIZATION NUMBER LB 1772

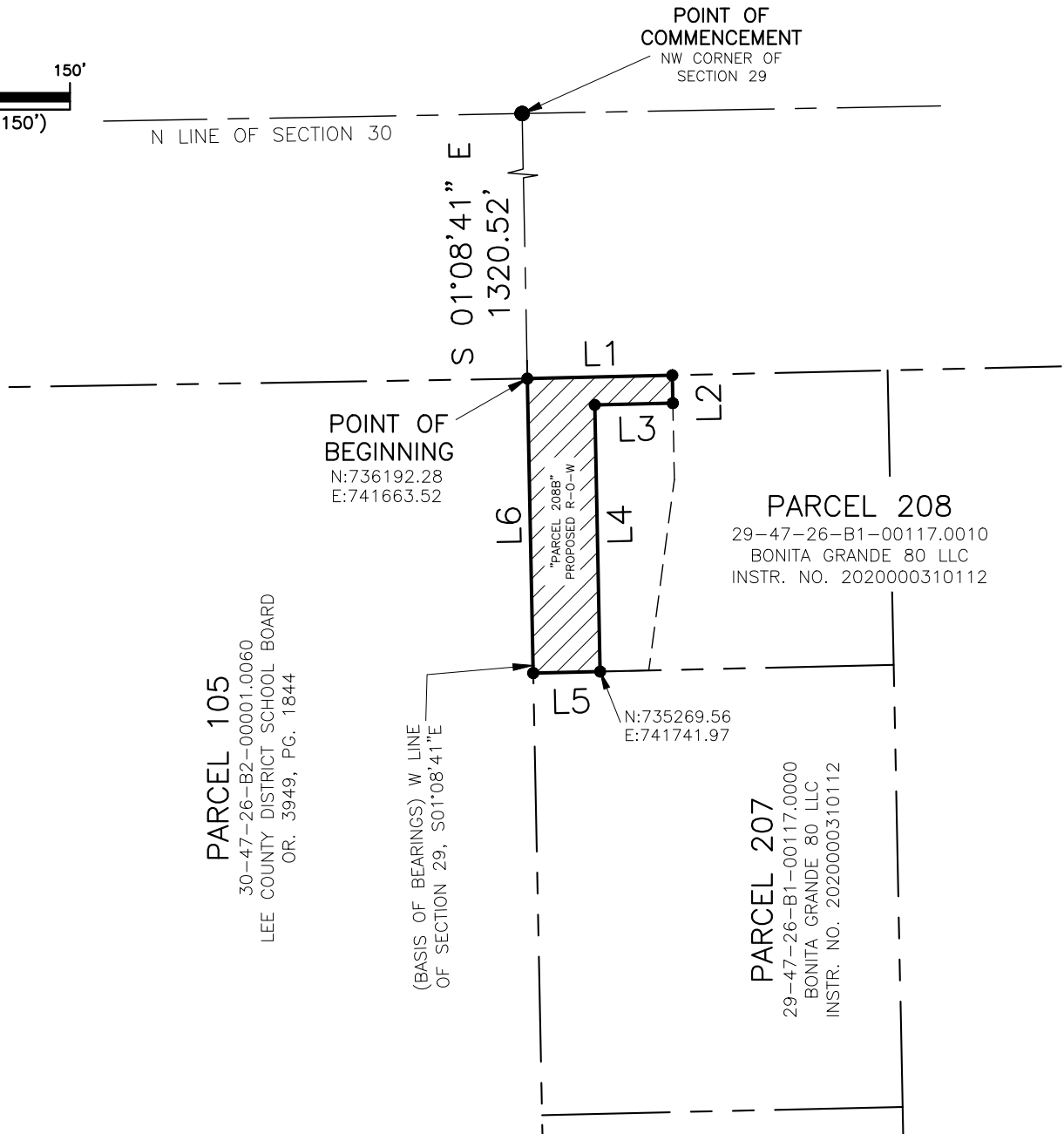
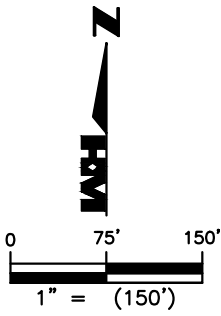


BY _____ LS5628
THOMAS M. MURPHY STATE OF FLORIDA

NOT A SURVEY

DRAWN BY: JNH	DATE: 11/8/2023	 6200 Whiskey Creek Dr. Ft. Myers, FL. 33919 Phone: (239) 985-1200 Florida Certificate of Authorization No.1772	SKETCH AND LEGAL PARCEL 207B BONITA GRANDE DRIVE EXTENSION	DRAWING NO. H-2515
SHEET # 2	OF SHEET 2			PROJECT NO. 2016.068
SEC-TWN-RGE: 29-47-26				FILE NAME 2016068 S&L R8 (207B).dwg

COORDINATES SHOW HEREON
REFER TO FLORIDA STATE
PLANE WEST



LINE	BEARING	DISTANCE
L1	N 88°41'56" E	130.00'
L2	S 01°08'41" E	25.00'
L3	S 88°41'56" W	70.00'
L4	S 01°08'41" E	239.00'
L5	S 88°41'56" W	60.00'
L6	N 01°08'41" W	264.00'

NOT A SURVEY

DR- N BY: JNH	D-TE: 11/8/2023
SHEET # 1	OF SHEET 2
SEC-TWN-RGE: 29-47-26	

HOLE MONTES
ENGINEERS LANDSCAPE ARCHITECTS PLANNERS SURVEYORS

6200 Whiskey Creek Dr.
Ft. Myers, FL. 33919
Phone: (239) 985-1200
Florida Certificate of
-authorization No.1772

SKETCH AND LEGAL PARCEL 208B
BONITA GRANDE DRIVE EXTENSION

DR- ING NO. H-2514
PROJECT NO. 2016.068
FILE N-ME 2016068 S&L R8 (208B).dwg

LEGAL DESCRIPTION

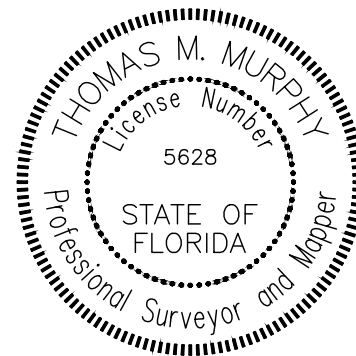
A PARCEL OF LAND LOCATED IN SECTION 29, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 29, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, THENCE RUN ALONG WEST LINE OF SAID SECTION 29, S01°08'41"E FOR A DISTANCE OF 1320.52 FEET; TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED; THENCE RUN N88°41'56"E FOR A DISTANCE OF 130.00 FEET; THENCE RUN S01°08'41"E FOR A DISTANCE OF 25.00 FEET; THENCE RUN S88°41'56"W FOR A DISTANCE OF 70.00 FEET; THENCE RUN S01°08'41"E FOR A DISTANCE OF 239.00 FEET; THENCE RUN S88°41'56"W FOR A DISTANCE OF 60.00 FEET TO A POINT ON THE WEST LINE OF SAID SECTION 29; THENCE RUN N01°08'41"W ALONG SAID WEST LINE FOR A DISTANCE OF 264.00 FEET, TO THE POINT OF BEGINNING.

CONTAINING 17590.07 SQUARE FEET OR 0.40 ACRE, MORE OR LESS.

BEARINGS REFER TO WEST LINE OF SECTION 29, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, AS BEING S01°08'41"E.

HOLE MONTES, INC.
CERTIFICATE OF AUTHORIZATION NUMBER LB 1772

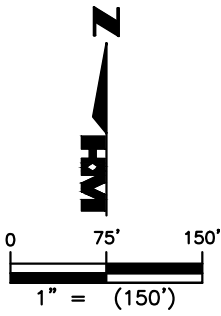


BY _____ LS5628
THOMAS M. MURPHY STATE OF FLORIDA

NOT A SURVEY

DRAWN BY: JNH	DATE: 11/8/2023	 6200 Whiskey Creek Dr. Ft. Myers, FL. 33919 Phone: (239) 985-1200 Florida Certificate of Authorization No.1772	SKETCH AND LEGAL PARCEL 208B BONITA GRANDE DRIVE EXTENSION	DRAWING NO. H-2514
SHEET # 2	OF SHEET 2			PROJECT NO. 2016.068
SEC-TWN-RGE: 29-47-26				FILE NAME 2016068 S&L R8 (208B).dwg

COORDINATES SHOW HEREON
REFER TO FLORIDA STATE
PLANE WEST



POINT OF
COMMENCEMENT
NW CORNER OF
SECTION 29

N LINE OF SECTION 30

S 01°08'41" E
660.26'

PARCEL 210

29-47-26-B1-00101.0000
BONITA GRANDE 80 LLC
INSTR. NO. 2020000310302

POINT OF
BEGINNING
N:736192.28
E:741663.52

PARCEL 106
30-47-26-B2-00001.007A
PINNACLE TOWERS INC
O.R. 2837, PG. 1489

(BASIS OF BEARINGS) W LINE
OF SECTION 29, S01°08'41"E

L6

"PARCEL 209B" PROPOSED R-O-W

L2

PARCEL 209

29-47-26-B1-00113.0000
BONITA GRANDE 80 LLC
INSTR. NO. 2020000310302

L3
L4
L5

N:735535.10
E:741806.68

PARCEL 208

29-47-26-B1-00117.0010
BONITA GRANDE 80 LLC
INSTR. NO. 2020000310112

LINE	BEARING	DISTANCE
L1	N 88°40'15" E	60.00'
L2	S 01°08'41" E	635.29'
L3	N 88°41'56" E	70.00'
L4	S 01°08'41" E	25.00'
L5	S 88°41'56" W	130.00'
L6	N 01°08'41" W	660.26'

NOT A SURVEY

DR- N BY: JNH	D-TE: 11/8/2023
SHEET # 1	OF SHEET 2
SEC-TWN-RGE: 29-47-26	



6200 Whiskey Creek Dr.
Ft. Myers, FL. 33919
Phone: (239) 985-1200
Florida Certificate of
-authorization No.1772

SKETCH AND LEGAL PARCEL 209B
BONITA GRANDE DRIVE EXTENSION

DR- ING NO. H-2513
PROJECT NO. 2016.068
FILE N-ME 2016068 S&L R6 (209B).dwg

LEGAL DESCRIPTION

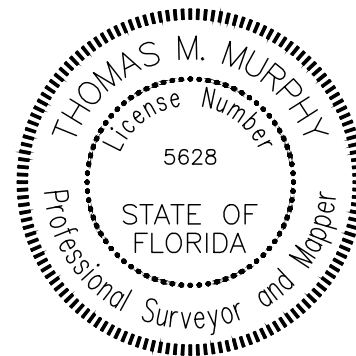
A PARCEL OF LAND LOCATED IN SECTION 29, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 29, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, THENCE RUN ALONG WEST LINE OF SAID SECTION 29, S01°08'41"E FOR A DISTANCE OF 660.26 FEET; TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED THENCE RUN N88°40'15"E FOR A DISTANCE OF 60.00 FEET; THENCE RUN S01°08'41"E FOR A DISTANCE OF 635.29 FEET; THENCE RUN N88°41'56"E FOR A DISTANCE OF 70.00 FEET; THENCE RUN S01°08'41"E FOR A DISTANCE OF 25.00 FEET; THENCE RUN S88°41'56"W FOR A DISTANCE OF 130.00 FEET TO A POINT ON THE WEST LINE OF SAID SECTION 29; THENCE RUN N01°08'41"W ALONG SAID WEST LINE FOR A DISTANCE OF 660.26 FEET, TO THE POINT OF BEGINNING.

CONTAINING 41366.49 SQUARE FEET OR 0.95 ACRE, MORE OR LESS.

BEARINGS REFER TO THE WEST LINE OF SECTION 29, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, AS BEING S01°08'41"E.

HOLE MONTES, INC.
CERTIFICATE OF AUTHORIZATION NUMBER LB 1772

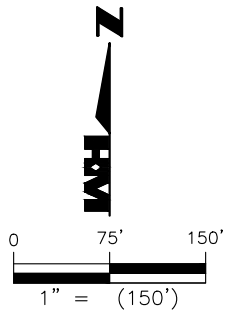


BY _____ LS5628
THOMAS M. MURPHY STATE OF FLORIDA

NOT A SURVEY

DRAWN BY: JNH	DATE: 11/8/2023	 6200 Whiskey Creek Dr. Ft. Myers, FL. 33919 Phone: (239) 985-1200 Florida Certificate of Authorization No.1772	SKETCH AND LEGAL PARCEL 209B BONITA GRANDE DRIVE EXTENSION	DRAWING NO. H-2513
SHEET # 2	OF SHEET 2			PROJECT NO. 2016.068
SEC-TWN-RGE: 29-47-26				FILE NAME 2016068 S&L R6 (209B).dwg

COORDINATES SHOW HEREON
REFER TO FLORIDA STATE
PLANE WEST



POINT OF
BEGINNING
NW CORNER OF
SECTION 29
N:736852.40
E:741650.33

PARCEL 107

19-47-26-B3-00001.1030
3HWA LAND HOLDINGS LLC
INSTR. NO. 2019000287391

PARCEL 211

20-47-26-B1-00001.0000
BG MINE LLC
INSTR. NO. 2016000141986

N LINE OF SECTION 30

N LINE OF SECTION 29

"PARCEL 210B"
PROPOSED R-O-W

(BASIS OF BEARINGS) W LINE
OF SECTION 29, S01°08'41"E

PARCEL 106

30-47-26-B2-00001.007A
PINNACLE TOWERS INC
O.R. 2837, PG. 1489

PARCEL 210

29-47-26-B1-00101.0000
BONITA GRANDE 80 LLC
INSTR. NO. 2020000310302

PARCEL 209

29-47-26-B1-00113.0000
BONITA GRANDE 80 LLC
INSTR. NO. 2020000310302

LINE	BEARING	DISTANCE
L1	N 88°38'33" E	130.00'
L2	S 01°08'41" E	25.00'
L3	S 88°38'33" W	105.00'
L4	S 01°08'41" E	635.27'
L5	S 88°40'15" W	25.00'
L6	N 01°08'41" W	660.26'

NOT A SURVEY

DR- N BY: JNH	D-TE: 11/8/2023
SHEET # 1	OF SHEET 2
SEC-TWN-RGE: 29-47-26	



6200 Whiskey Creek Dr.
Ft. Myers, FL. 33919
Phone: (239) 985-1200
Florida Certificate of
-authorization No.1772

SKETCH AND LEGAL PARCEL 210B
BONITA GRANDE DRIVE EXTENSION

DR- ING NO. H-2512
PROJECT NO. 2016.068
FILE N-ME 2016068 S&L R6 (210B).dwg

LEGAL DESCRIPTION

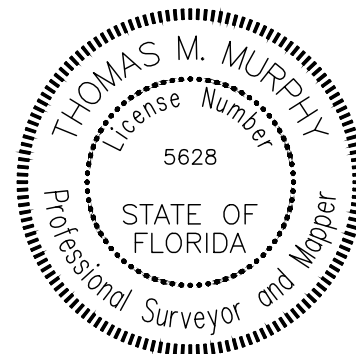
A PARCEL OF LAND LOCATED IN SECTION 29, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SECTION 29, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA; THENCE RUN ALONG THE NORTH LINE OF SAID SECTION 29 N88°38'33"E FOR A DISTANCE OF 130.00 FEET; THENCE RUN S01°08'41"E FOR A DISTANCE OF 25.00 FEET; THENCE RUN S88°38'33"W FOR A DISTANCE OF 105.00 FEET; THENCE RUN S01°08'41"E FOR A DISTANCE OF 635.27 FEET; THENCE RUN S88°40'15"W FOR A DISTANCE OF 25.00 FEET TO A POINT ON THE WEST LINE OF SAID SECTION 29; THENCE RUN N01°08'41"W ALONG SAID WEST LINE FOR A DISTANCE OF 660.26 FEET, TO THE POINT OF BEGINNING.

CONTAINING 19131.66 SQUARE FEET OR 0.44 ACRE, MORE OR LESS.

BEARINGS REFER TO WEST LINE OF SECTION 29, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, AS BEING S01°08'41"E.

HOLE MONTES, INC.
CERTIFICATE OF AUTHORIZATION NUMBER LB 1772

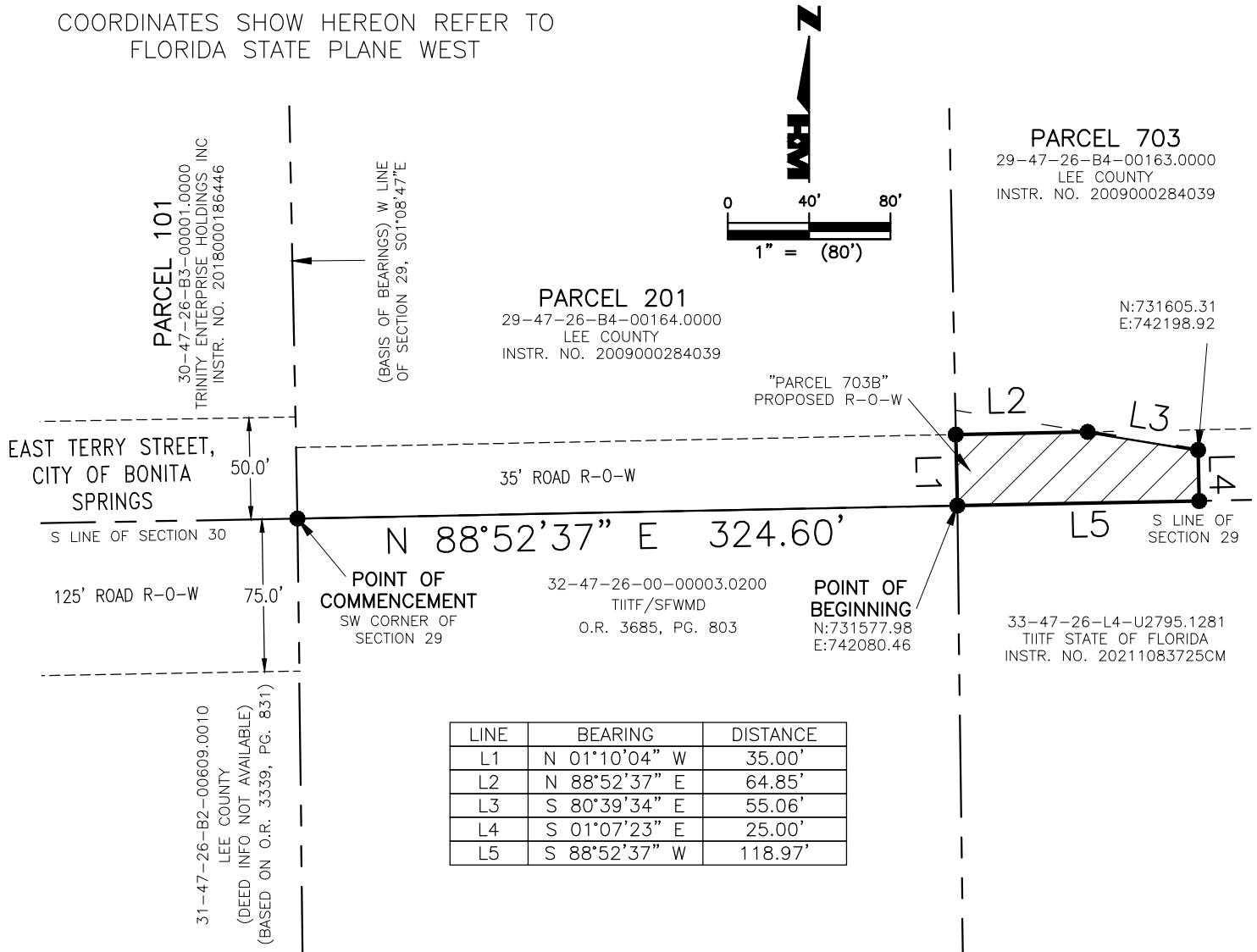


BY _____ LS5628
THOMAS M. MURPHY STATE OF FLORIDA

NOT A SURVEY

DRAWN BY: JNH	DATE: 11/8/2023	 6200 Whiskey Creek Dr. Ft. Myers, FL. 33919 Phone: (239) 985-1200 Florida Certificate of Authorization No.1772	SKETCH AND LEGAL PARCEL 210B BONITA GRANDE DRIVE EXTENSION	DRAWING NO. H-2512
SHEET # 2	OF SHEET 2			PROJECT NO. 2016.068
SEC-TWN-RGE: 29-47-26				FILE NAME 2016068 S&L R6 (210B).dwg

COORDINATES SHOW HEREON REFER TO
FLORIDA STATE PLANE WEST



LEGAL DESCRIPTION

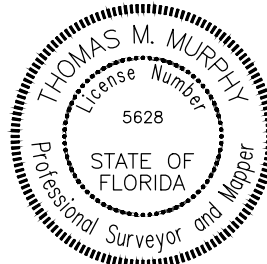
A PARCEL OF LAND LOCATED IN SECTION 29, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 29, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, THENCE RUN ALONG THE SOUTH LINE OF SAID SECTION 29 N88°52'37"E FOR A DISTANCE OF 324.60 FEET; TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED; THENCE LEAVING SAID SOUTH LINE RUN N01°10'04"W FOR A DISTANCE OF 35.00 FEET; THENCE RUN N88°52'37"E FOR A DISTANCE OF 64.85 FEET; THENCE RUN S80°39'34"E FOR A DISTANCE OF 55.06 FEET; THENCE RUN S01°07'23"E FOR A DISTANCE OF 25.00 FEET TO A POINT ON THE SOUTH LINE OF SAID SECTION 29; THENCE RUN ALONG SAID SOUTH LINE S88°52'37"W FOR A DISTANCE OF 118.97 FEET, TO THE POINT OF BEGINNING.

CONTAINING 3893.75 SQUARE FEET OR 0.09 ACRE, MORE OR LESS.

BEARINGS REFER TO WEST LINE OF SECTION 29, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, AS BEING S01°08'47"E.

HOLE MONTES, INC.
CERTIFICATE OF AUTHORIZATION NUMBER LB 1772



BY THOMAS M. MURPHY LS5628
STATE OF FLORIDA

NOT A SURVEY

DRAWN BY: JNH	DATE: 12/27/2023
SHEET # 1	OF SHEET 1
SEC-TWN-RGE: 29-47-26	

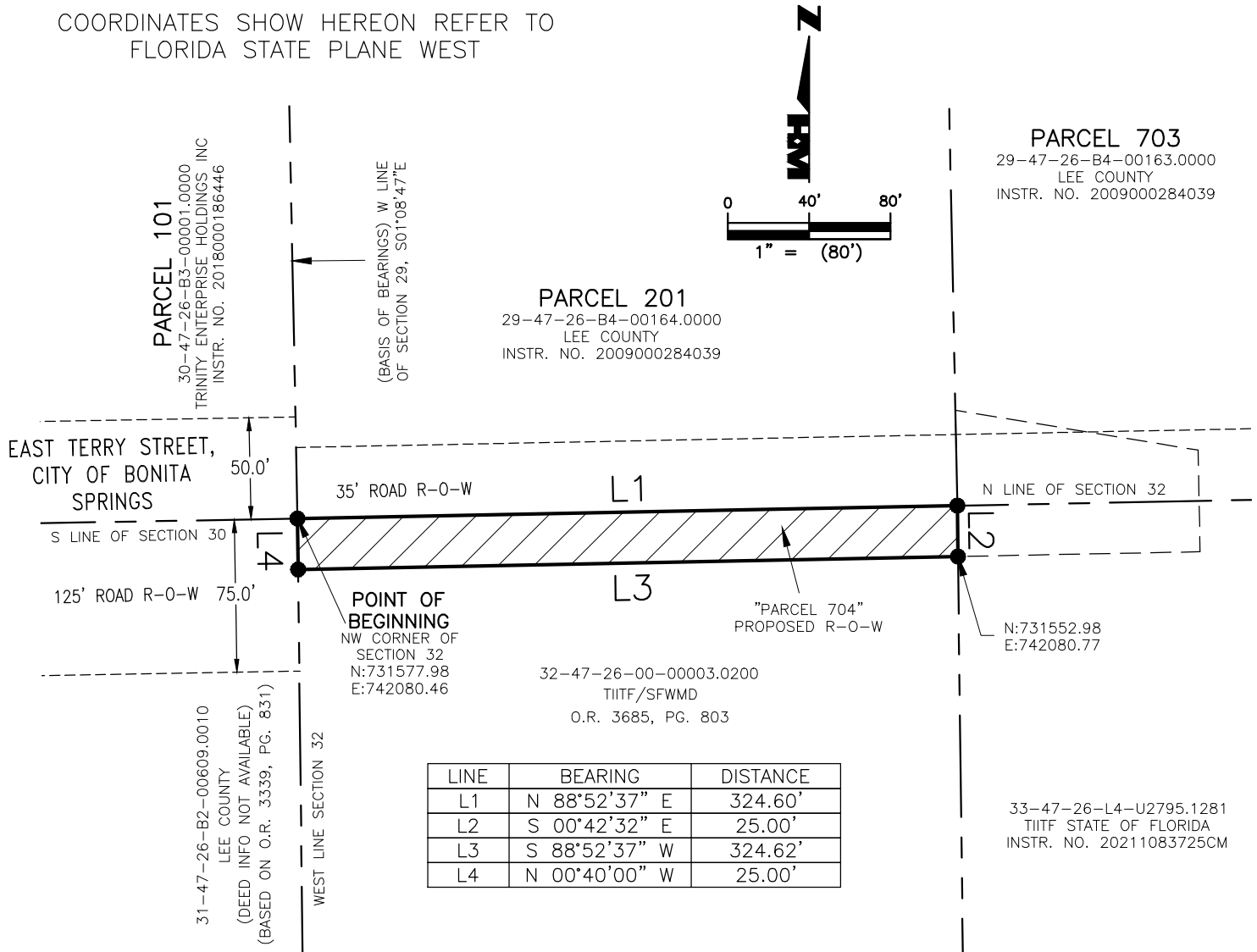


6200 Whiskey Creek Dr.
Ft. Myers, FL. 33919
Phone: (239) 985-1200
Florida Certificate of
Authorization No.1772

SKETCH AND LEGAL PARCEL 703B
BONITA GRANDE DRIVE EXTENSION

DRAWING NO. H-2270-10
PROJECT NO. 2016.068
FILE NAME 2016068 S&L R10 (703B).dwg

COORDINATES SHOW HEREON REFER TO
FLORIDA STATE PLANE WEST



LEGAL DESCRIPTION

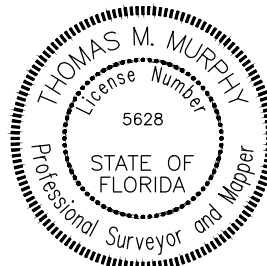
A PARCEL OF LAND LOCATED IN SECTION 32, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SECTION 32, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, THENCE RUN ALONG THE NORTH LINE OF SAID SECTION 32 N88°52'37"E FOR A DISTANCE OF 324.60 FEET; THENCE LEAVING SAID NORTH LINE RUN S00°42'32"E FOR A DISTANCE OF 25.00 FEET; THENCE RUN S88°52'37"W FOR A DISTANCE OF 324.62 FEET TO A POINT ON THE WEST LINE OF SAID SECTION 32; THENCE RUN ALONG THE SAID WEST LINE N00°40'00"W FOR A DISTANCE OF 25.00 FEET, TO THE POINT OF BEGINNING.

CONTAINING 8115.35 SQUARE FEET OR 0.19 ACRE, MORE OR LESS.

BEARINGS REFER TO WEST LINE OF SECTION 29, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, AS BEING S01°08'47"E.

HOLE MONTES, INC.
CERTIFICATE OF AUTHORIZATION NUMBER LB 1772



BY THOMAS M. MURPHY LS5628
STATE OF FLORIDA

NOT A SURVEY

DRAWN BY: JNH	DATE: 12/27/2023
SHEET # 1	OF SHEET 1
SEC-TWN-RGE: 32-47-26	

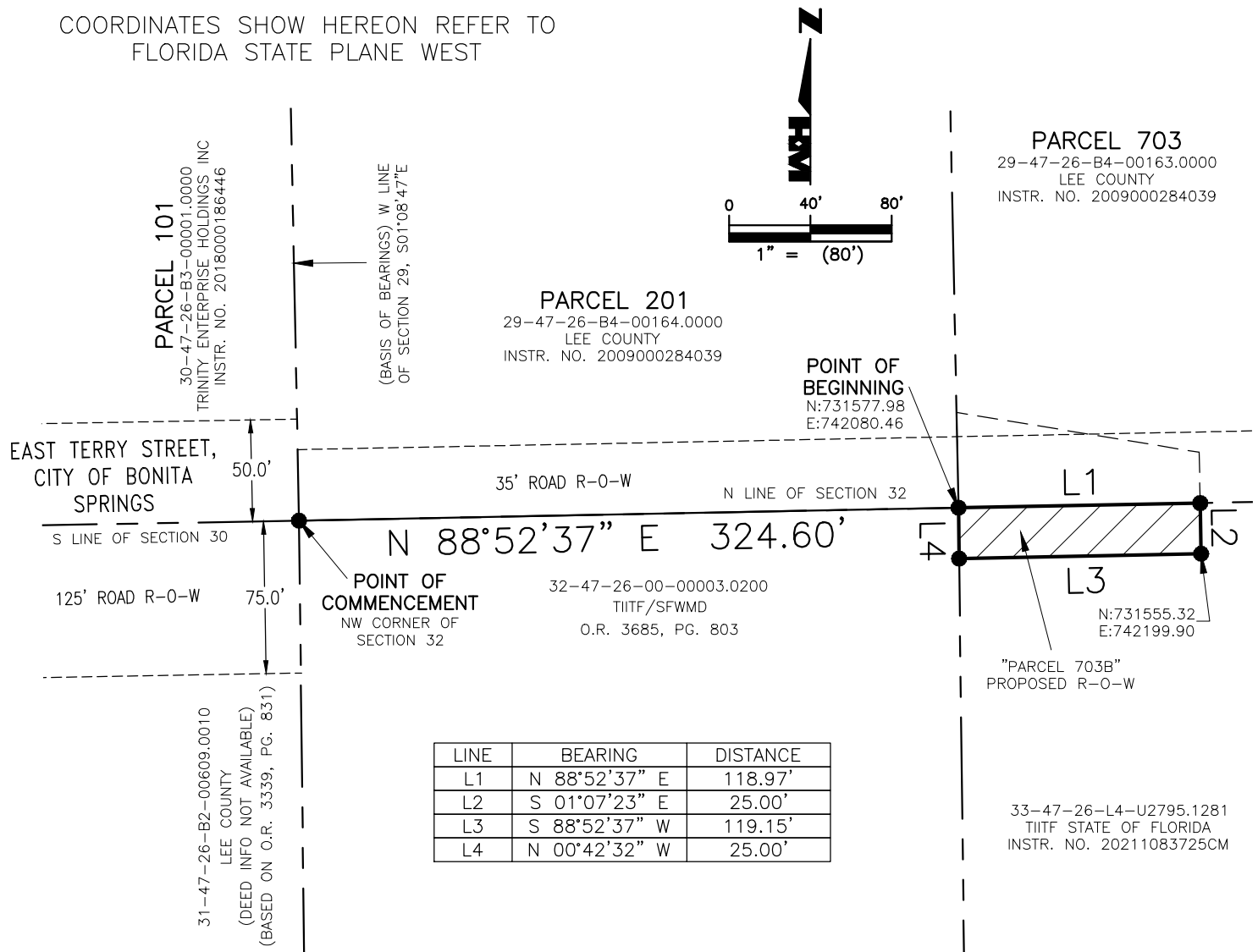


6200 Whiskey Creek Dr.
Ft. Myers, FL. 33919
Phone: (239) 985-1200
Florida Certificate of
Authorization No.1772

SKETCH AND LEGAL PARCEL 704
BONITA GRANDE DRIVE EXTENSION

DRAWING NO. H-2525-10
PROJECT NO. 2016.068
FILE NAME 2016068 S&L R10 (704).dwg

COORDINATES SHOW HEREON REFER TO
FLORIDA STATE PLANE WEST



LEGAL DESCRIPTION

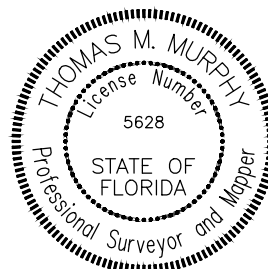
A PARCEL OF LAND LOCATED IN SECTION 32, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 32, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, THENCE RUN ALONG THE NORTH LINE OF SAID SECTION 32 N88°52'37"E FOR A DISTANCE OF 324.60 FEET; TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED; THENCE CONTINUE N88°52'37"E ALONG SAID NORTH LINE FOR A DISTANCE OF 118.97 FEET; THENCE LEAVING SAID NORTH LINE RUN S01°07'23"E FOR A DISTANCE OF 25.00 FEET; THENCE RUN S88°52'37"W FOR A DISTANCE OF 119.15 FEET; THENCE RUN N00°42'32"W FOR A DISTANCE OF 25.00 FEET, TO THE POINT OF BEGINNING.

CONTAINING 2976.55 SQUARE FEET OR 0.07 ACRE, MORE OR LESS.

BEARINGS REFER TO WEST LINE OF SECTION 29, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, AS BEING S01°08'47"E.

HOLE MONTES, INC.
CERTIFICATE OF AUTHORIZATION NUMBER LB 1772



BY THOMAS M. MURPHY LS5628
STATE OF FLORIDA

NOT A SURVEY

DRAWN BY: JNH	DATE: 12/27/2023
SHEET # 1	OF SHEET 1
SEC-TWN-RGE: 32-47-26	



6200 Whiskey Creek Dr.
Ft. Myers, FL. 33919
Phone: (239) 985-1200
Florida Certificate of
Authorization No.1772

SKETCH AND LEGAL PARCEL 705
BONITA GRANDE DRIVE EXTENSION

DRAWING NO. H-2524-10
PROJECT NO. 2016.068
FILE NAME 2016068 S&L R10 (705).dwg

Exhibit C
County Property

LEGAL DESCRIPTION (A):

THE NORTH HALF OF THE NORTHEAST QUARTER AND THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER AND THE WEST HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER, ALL IN SECTION 31, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA; LESS THE NORTHERLY THIRTY FEET OF THE NORTH HALF OF THE NORTHEAST QUARTER FOR RIGHT-OF-WAY PURPOSES AND LESS THE EAST SEVENTEEN FEET OF THE NORTH HALF OF THE NORTHEAST QUARTER AND THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER FOR RIGHT-OF-WAY PURPOSES.

LESS AND EXCEPT THE FOLLOWING:

THE NORTHERLY 75.00 FEET OF THE NORTH ONE HALF OF THE THE NORTHEAST QUARTER OF SECTION 31, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA.
EXCEPT THE EASTERLY 50.00 FEET THEREOF.

AND

THE WESTERLY 33.00 FEET OF THE EASTERLY 50.00 FEET OF THE THE EAST ONE HALF OF THE NORTHEAST ONE QUARTER OF SECTION 31, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA.

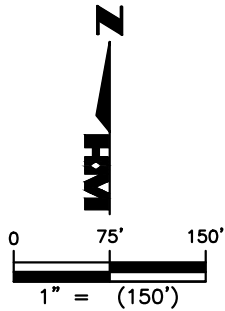
AND

THE WESTERLY 48.00 FEET OF THE NORTH ONE HALF OF THE NORTHEAST QUARTER OF SECTION 31, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA.

LEGAL DESCRIPTION (B):

Lots 63 and 64 Sun Coast Acres Subdivision, according to the map or plat thereof as recorded in O.R. Book 23, Page 113, Public Records of Lee County, Florida.

COORDINATES SHOW HEREON REFER TO
FLORIDA STATE PLANE WEST



PARCEL 101
30-47-26-B3-00001.0000
TRINITY ENTERPRISE HOLDINGS, INC
INSTR. NO. 2018000186446

LINE	BEARING	DISTANCE
L1	N 01°08'47" W	660.20'
L2	N 88°50'47" E	25.00'
L3	S 01°08'47" E	625.21'
L4	N 88°52'37" E	299.59'
L5	S 01°10'04" E	35.00'
L6	S 88°52'37" W	324.60'

PARCEL 202

29-47-26-B4-00150.0000
LOPEZ RICARDO & MARCELA
INSTR. NO. 2016000198145

N:732232.19
E:741767.71

PARCEL 201
29-47-26-B4-00164.0000
LEE COUNTY
INSTR. NO. 2009000284039

(BASIS OF BEARINGS) W. LINE
OF SECTION 29, S01°08'47"E

"PARCEL 201B"
PROPOSED R-O-W

POINT OF
BEGINNING
SW CORNER OF
SECTION 29
N:731571.62
E:741755.92

EAST TERRY STREET, CITY
OF BONITA SPRINGS
125' ROAD R-O-W

31-47-26-B2-00609.0010
LEE COUNTY

32-47-26-00-00003.0200
TIITF/SFWMD
O.R. 3685, PG. 803

NOT A SURVEY

DR- N BY: JNH	D-TE: 12/27/2023
SHEET # 1	OF SHEET 2
SEC-TWN-RGE: 30-47-26	



6200 Whiskey Creek Dr.
Ft. Myers, FL. 33919
Phone: (239) 985-1200
Florida Certificate of
-authorization No.1772

SKETCH AND LEGAL PARCEL 201B
BONITA GRANDE DRIVE EXTENSION

DR- ING NO. H-2270-10
PROJECT NO. 2016.068
FILE N-ME 2016068 S&L R10 (2018).dwg

LEGAL DESCRIPTION

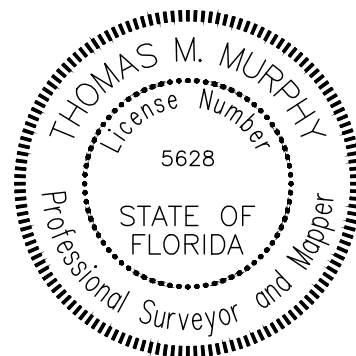
A PARCEL OF LAND LOCATED IN SECTION 29, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SECTION 29, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, THENCE RUN ALONG WEST LINE OF SAID SECTION 29; N01°08'47"W FOR A DISTANCE OF 660.20 FEET; THENCE RUN N88°50'47"E FOR A DISTANCE OF 25.00 FEET; THENCE RUN S01°08'47"E FOR A DISTANCE OF 625.21 FEET; THENCE RUN N88°52'37"E FOR A DISTANCE OF 299.59 FEET; THENCE RUN S01°10'04"E FOR A DISTANCE OF 35.00 FEET TO A POINT ON THE SOUTH LINE OF SAID SECTION 29; THENCE RUN S88°52'37"W ALONG SAID SOUTH LINE FOR A DISTANCE OF 324.60 FEET, TO THE POINT OF BEGINNING.

CONTAINING 26945.08 SQUARE FEET OR 0.62 ACRE, MORE OR LESS.

BEARINGS REFER TO WEST LINE OF SECTION 29, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, AS BEING S01°08'47"E.

HOLE MONTES, INC.
CERTIFICATE OF AUTHORIZATION NUMBER LB 1772



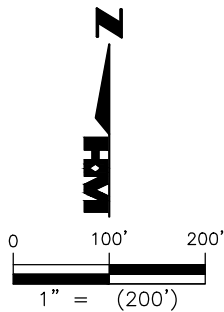
BY _____ LS5628
THOMAS M. MURPHY STATE OF FLORIDA

NOT A SURVEY

DRAWN BY: JNH	DATE: 12/27/2023	 6200 Whiskey Creek Dr. Ft. Myers, FL. 33919 Phone: (239) 985-1200 Florida Certificate of Authorization No.1772	SKETCH AND LEGAL PARCEL 201B BONITA GRANDE DRIVE EXTENSION	DRAWING NO. H-2270-10
SHEET # 2	OF SHEET 2			PROJECT NO. 2016.068
SEC-TWN-RGE: 30-47-26				FILE NAME 2016068 S&L R10 (201B).dwg

NOT A SURVEYCOORDINATES SHOW HEREON REFER TO
FLORIDA STATE PLANE WEST

LINE	BEARING	DISTANCE
L1	N 01°08'47" W	330.10'
L2	N 88°49'52" E	25.00'
L3	S 01°08'47" E	330.11'
L4	S 88°50'47" W	25.00'

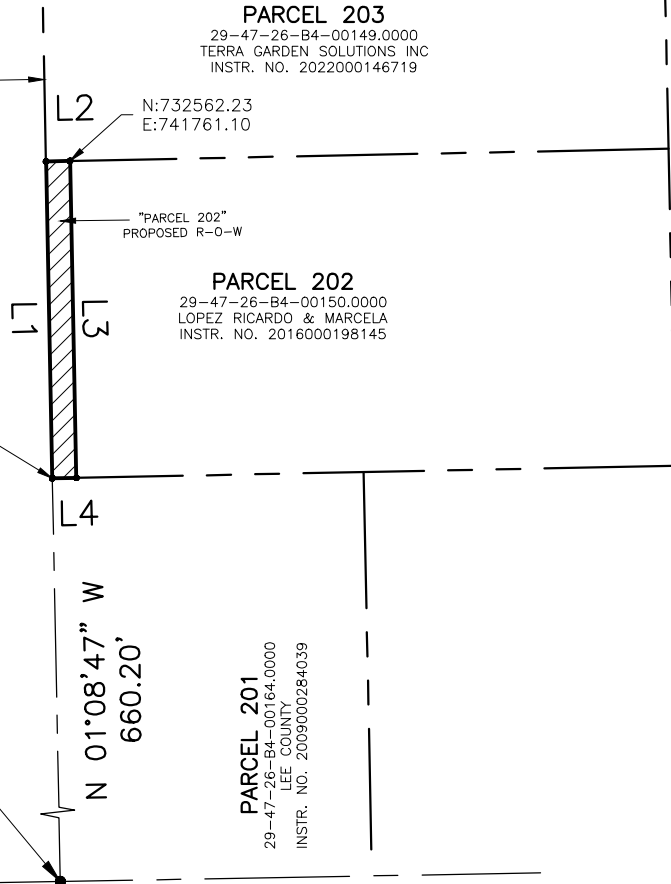


PARCEL 101
30-47-26-B3-00001.0000
TRINITY ENTERPRISE HOLDINGS INC
INSTR. NO. 2018000186446

POINT OF BEGINNING
N:732231.69
E:741742.71

POINT OF COMMENCEMENT
SE CORNER OF
SECTION 30

S LINE OF SECTION 30

(BASIS OF BEARINGS) E. LINE
OF SECTION 30, S01°08'47"E**PARCEL 203**

29-47-26-B4-00149.0000
TERRA GARDEN SOLUTIONS INC
INSTR. NO. 2022000146719

N:732562.23
E:741761.10

"PARCEL 202"
PROPOSED R-O-W

PARCEL 202

29-47-26-B4-00150.0000
LOPEZ RICARDO & MARCELA
INSTR. NO. 2016000198145

PARCEL 201

29-47-26-B4-00164.0000
LEE COUNTY
INSTR. NO. 2009000284039

N 01°08'47" W
660.20'

LEGAL DESCRIPTION

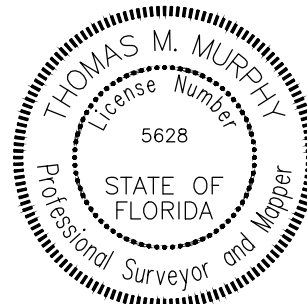
A PARCEL OF LAND LOCATED IN SECTION 30, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 30, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, THENCE RUN ALONG EAST LINE OF SAID SECTION 30, N01°08'47"W FOR A DISTANCE OF 660.20 FEET; TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED; THENCE CONTINUE ALONG THE SAID EAST LINE N01°08'47"W FOR A DISTANCE OF 330.10 FEET; THENCE RUN N88°49'52"E FOR A DISTANCE OF 25.00 FEET; THENCE RUN S01°08'47"E FOR A DISTANCE OF 330.11 FEET; THENCE RUN S88°50'47"W FOR A DISTANCE OF 25.00 FEET, TO THE POINT OF BEGINNING.

CONTAINING 8252.58 SQUARE FEET OR 0.19 ACRE, MORE OR LESS.

BEARINGS REFER TO EAST LINE OF SECTION 30, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, AS BEING S01°08'47"E.

HOLE MONTES, INC.
CERTIFICATE OF AUTHORIZATION NUMBER LB 1772



BY _____ LS5628
THOMAS M. MURPHY STATE OF FLORIDA

DRAWN BY: JNH	DATE: 4/10/2023
SHEET # 1	OF SHEET 1
SEC-TWN-RGE: 29-47-26	



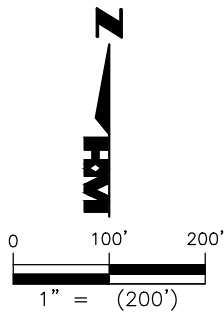
6200 Whiskey Creek Dr.
Ft. Myers, FL. 33919
Phone: (239) 985-1200
Florida Certificate of
Authorization No.1772

SKETCH AND LEGAL PARCEL 202
BONITA GRANDE DRIVE EXTENSION

DRAWING NO. H-2270
PROJECT NO. 2016.068
FILE NAME 2016068 S&L R5.dwg

NOT A SURVEYCOORDINATES SHOW HEREON REFER TO
FLORIDA STATE PLANE WEST

LINE	BEARING	DISTANCE
L1	N 01°08'47" W	330.10'
L2	N 88°48'57" E	25.00'
L3	S 01°08'47" E	330.11'
L4	S 88°49'52" W	25.00'



PARCEL 102
30-47-26-B3-00001.4010
RATZLAFF MARCEL & DALE
OR. 3090, PG. 1531

(BASIS OF BEARINGS)
E LINE OF SECTION
30, S01°08'47"E

PARCEL 204
29-47-26-B4-00147.0000
GMS REAL ESTATE INVESTMENT LLC
INSTR. NO. 2022000219890

N:732892.27
E:741754.50

"PARCEL 203"
PROPOSED R-O-W

PARCEL 203
29-47-26-B4-00149.0000
TERRA GARDEN SOLUTIONS INC
INSTR. NO. 2022000146719

**POINT OF
BEGINNING**
N:732561.72
E:741736.11

PARCEL 101
30-47-26-B3-00001.0000
TRINITY ENTERPRISE HOLDINGS INC
INSTR. NO. 2018000186446

**POINT OF
COMMENCEMENT**
SE CORNER OF
SECTION 30

PARCEL 202
29-47-26-B4-00150.0000
LOPEZ RICARDO & MARCELA
INSTR. NO. 2016000198145

N 01°08'47" W
990.30'

S LINE OF SECTION 30

LEGAL DESCRIPTION

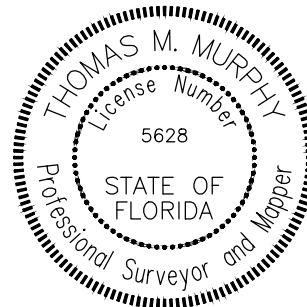
A PARCEL OF LAND LOCATED IN SECTION 30, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 30, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, THENCE RUN ALONG EAST LINE OF SAID SECTION 30, N01°08'47"W FOR A DISTANCE OF 990.30 FEET; TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED; THENCE CONTINUE ALONG THE SAID EAST LINE N01°08'47"W FOR A DISTANCE OF 330.10 FEET; THENCE RUN N88°48'57"E FOR A DISTANCE OF 25.00 FEET; THENCE RUN S01°08'47"E FOR A DISTANCE OF 330.11 FEET; THENCE RUN S88°49'52"W FOR A DISTANCE OF 25.00 FEET, TO THE POINT OF BEGINNING.

CONTAINING 8252.66 SQUARE FEET OR 0.19 ACRE, MORE OR LESS.

BEARINGS REFER TO EAST LINE OF SECTION 30, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, AS BEING S01°08'47"E.

HOLE MONTES, INC.
CERTIFICATE OF AUTHORIZATION NUMBER LB 1772



BY _____ LS5628
THOMAS M. MURPHY STATE OF FLORIDA

DRAWN BY: JNH	DATE: 4/10/2023
SHEET # 1	OF SHEET 1
SEC-TWN-RGE: 29-47-26	



6200 Whiskey Creek Dr.
Ft. Myers, FL. 33919
Phone: (239) 985-1200
Florida Certificate of
Authorization No.1772

SKETCH AND LEGAL PARCEL 203
BONITA GRANDE DRIVE EXTENSION

DRAWING NO. H-2270
PROJECT NO. 2016.068
FILE NAME 2016068 S&L R5.dwg

PARCEL 103

30-47-26-B3-00001.4030
NICOLE EQUESTRIAN LLC
INSTR. NO. 2018000012079

PARCEL 205

29-47-26-B4-00133.0000
ASAMBLEA IGLESIAS CRISTIANA
OR. 3296, PG. 2806

COORDINATES SHOW HEREON
REFER TO FLORIDA STATE
PLANE WEST

PARCEL 102
30-47-26-B3-00001.4010
RATZLAFF MARCEL & DALE
OR. 3090, PG. 1531

(BASIS OF BEARINGS) E LINE
OF SECTION 30, S01°08'47"E

N 01°08'47" W 660.20'
"PARCEL 204" PROPOSED R-O-W
S 01°08'47" E 660.21'

PARCEL 204
29-47-26-B4-00147.0000
GMS REAL ESTATE INVESTMENT LLC
INSTR. NO. 2022000219890

LINE	BEARING	DISTANCE
L1	N 88°47'08" E	25.00'
L2	S 88°48'57" W	25.00'

POINT OF
BEGINNING
N:732891.76
E:741729.51

PARCEL 101

30-47-26-B3-00001.0000
TRINITY ENTERPRISE HOLDINGS INC
INSTR. NO. 2018000186446

PARCEL 203

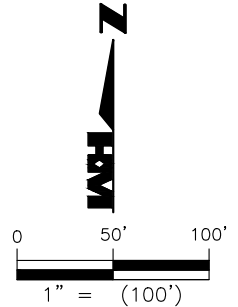
29-47-26-B4-00149.0000
TERRA GARDEN SOLUTIONS INC
INSTR. NO. 2022000146719

NOT A SURVEY

S LINE OF SECTION 30

N 01°08'47" W
1320.40'

POINT OF
COMMENCEMENT
SE CORNER OF
SECTION 30



DR- N BY: JNH	D-TE: 4/10/2023
SHEET # 1	OF SHEET 2
SEC-TWN-RGE: 29-47-26	



6200 Whiskey Creek Dr.
Ft. Myers, FL. 33919
Phone: (239) 985-1200
Florida Certificate of
-uthorization No.1772

SKETCH AND LEGAL PARCEL 204
BONITA GRANDE DRIVE EXTENSION

DR- ING NO. H-2270
PROJECT NO. 2016.068
FILE N-ME 2016068 S&L R5.dwg

LEGAL DESCRIPTION

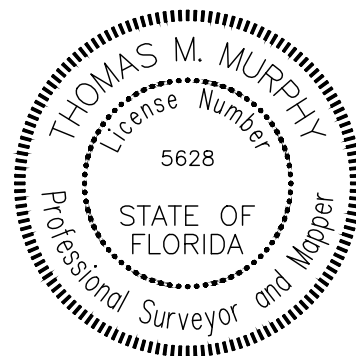
A PARCEL OF LAND LOCATED IN SECTION 30, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 30, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, THENCE RUN ALONG EAST LINE OF SAID SECTION 30 N01°08'47"W FOR A DISTANCE OF 1320.40 FEET; TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED; THENCE CONTINUE ALONG THE SAID EAST LINE N01°08'47"W FOR A DISTANCE OF 660.20 FEET; THENCE RUN N88°47'08"E FOR A DISTANCE OF 25.00 FEET; THENCE RUN S01°08'47"E FOR A DISTANCE OF 660.21 FEET, THENCE RUN S88°48'57"W FOR A DISTANCE OF 25.00 FEET, TO THE POINT OF BEGINNING.

CONTAINING 16505.16 SQUARE FEET OR 0.38 ACRE, MORE OR LESS.

BEARINGS REFER TO EAST LINE OF SECTION 30, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, AS BEING S01°08'47"E.

HOLE MONTES, INC.
CERTIFICATE OF AUTHORIZATION NUMBER LB 1772



BY _____ LS5628
THOMAS M. MURPHY STATE OF FLORIDA

NOT A SURVEY

DRAWN BY: JNH	DATE: 4/10/2023		6200 Whiskey Creek Dr. Ft. Myers, FL. 33919 Phone: (239) 985-1200 Florida Certificate of Authorization No.1772	SKETCH AND LEGAL PARCEL 204 BONITA GRANDE DRIVE EXTENSION	DRAWING NO. H-2270
SHEET # 2	OF SHEET 2				PROJECT NO. 2016.068
SEC-TWN-RGE: 29-47-26					FILE NAME 2016068 S&L R5.dwg

PARCEL 105

30-47-26-B2-00001.0060
LEE COUNTY DISTRICT SCHOOL BOARD
OR. 3949, PG. 1844

PARCEL 206

29-47-26-B1-00132.0000
CATALDO DOMENICO & SARITA
INSTR. NO. 2006000032355

COORDINATES SHOW HEREON
REFER TO FLORIDA STATE
PLANE WEST

PARCEL 104

30-47-26-B3-00001.403A
BOYD, WENDLA M
OR. 3916, PG. 2240
(PURSUANT; NOT VISIBLE)

PARCEL 103

30-47-26-B3-00001.4030
NICOLE EQUESTRIAN LLC
INSTR. NO. 2018000012079

PARCEL 102

30-47-26-B3-00001.4010
RATZLAFF MARCEL & DALE
OR. 3090, PG. 1531

POINT OF
COMMENCEMENT
SW CORNER OF
SECTION 29

POINT OF
BEGINNING
N:733551.82
E:741716.30

(BASIS OF BEARINGS) W LINE
OF SECTION 29, S01°08'47"E

N 01°08'47" W 660.20'

"PARCEL 205B" PROPOSED R-O-W

S 01°08'47" E 635.21'

L2

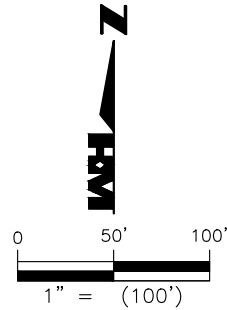
L3

L4

L5

L1

N:734213.06
E:741757.08



PARCEL 205
29-47-26-B4-00133.0000
ASAMBLEA IGLESIAS CRISTIANA
OR. 3296, PG. 2806

PARCEL 204

29-47-26-B4-00147.0000
GMS REAL ESTATE INVESTMENT LLC
INSTR. NO. 2022000219890

S LINE OF SECTION 29

NOT A SURVEY

DR- N BY: JNH	D-TE: 1/11/2024
SHEET # 1	OF SHEET 2
SEC-TWN-RGE: 29-47-26	



6200 Whiskey Creek Dr.
Ft. Myers, FL. 33919
Phone: (239) 985-1200
Florida Certificate of
-uthorization No.1772

SKETCH AND LEGAL PARCEL 205B
BONITA GRANDE DRIVE EXTENSION

DR- ING NO. H-2600
PROJECT NO. 2016.068
FILE N-ME 2016068 S&L R7 (205B).dwg

LINE	BEARING	DISTANCE
L1	N 01°08'47" W	1980.60'
L2	N 88°45'17" E	54.00'
L3	S 01°08'47" E	25.00'
L4	S 88°45'17" W	29.00'
L5	S 88°47'08" W	25.00'

LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN SECTION 29, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

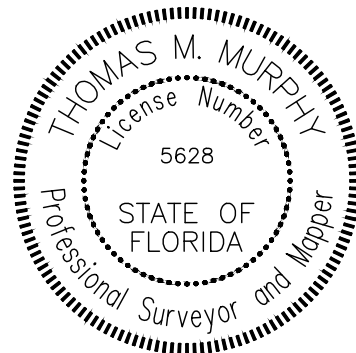
COMMENCING AT THE SOUTHWEST CORNER OF SECTION 29, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, THENCE RUN ALONG WEST LINE OF SAID SECTION 29 N01°08'47"W FOR A DISTANCE OF 1980.60 FEET; TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED; THENCE CONTINUE ALONG SAID WEST LINE N01°08'47"W FOR A DISTANCE OF 660.20 FEET; THENCE RUN N88°45'17"E FOR A DISTANCE OF 54.00 FEET; THENCE RUN S01°08'47"E FOR A DISTANCE OF 25.00 FEET; THENCE RUN S88°45'17"W FOR A DISTANCE OF 29.00 FEET; THENCE RUN S01°08'47"E FOR A DISTANCE OF 635.21 FEET; THENCE RUN S88°47'08"W FOR A DISTANCE OF 25.00 FEET, TO THE POINT OF BEGINNING.

CONTAINING 17230.16 SQUARE FEET OR 0.40 ACRE, MORE OR LESS.

BEARINGS REFER TO WEST LINE OF SECTION 29, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, AS BEING S01°08'47"E.

HOLE MONTES, INC.

CERTIFICATE OF AUTHORIZATION NUMBER LB 1772

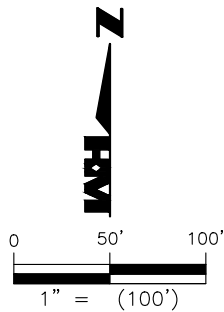


BY _____ LS5628
THOMAS M. MURPHY STATE OF FLORIDA

NOT A SURVEY

DRAWN BY: JNH	DATE: 1/11/2024	 6200 Whiskey Creek Dr. Ft. Myers, FL. 33919 Phone: (239) 985-1200 Florida Certificate of Authorization No.1772	SKETCH AND LEGAL PARCEL 205B BONITA GRANDE DRIVE EXTENSION	DRAWING NO. H-2600
SHEET # 2	OF SHEET 2			PROJECT NO. 2016.068
SEC-TWN-RGE: 29-47-26				FILE NAME 2016068 S&L R7 (205B).dwg

NOT A SURVEY



POINT OF
COMMENCEMENT
NW CORNER OF
SECTION 29

POINT OF
BEGINNING
N:734871.99
E:741689.90

PARCEL 105
30-47-26-B2-00001.0060
LEE COUNTY DISTRICT SCHOOL BOARD
OR. 3949, PG. 1844

(BASIS OF BEARINGS) W LINE
OF SECTION 29, S01°08'41"E

N 01°08'41" W 660.23'
"PARCEL 206B" PROPOSED R-O-W
S 01°08'41" E 635.25'

PARCEL 207
29-47-26-B1-00117.0000
BONITA GRANDE 80 LLC
INSTR. NO. 2020000310112

PARCEL 206
29-47-26-B1-00132.0000
CATALDO DOMENICO & SARITA
INSTR. NO. 20060000032355

COORDINATES SHOW HEREON
REFER TO FLORIDA STATE
PLANE WEST

LINE	BEARING	DISTANCE
L1	S 01°08'41" E	1980.95'
L2	N 88°41'51" E	25.00'
L3	N 88°45'17" E	35.00'
L4	S 01°08'41" E	25.00'
L5	S 88°45'17" W	60.00'

1/4 LINE OF SECTION 30

PARCEL 104
30-47-26-B3-00001.403A
BOYD, WENDLA M
OR. 3916, PG. 2240
(PURSUANT; NOT VISIBLE)

N:734213.19
E:741763.08

PARCEL 205
29-47-26-B4-00133.0000
ASAMBLEA IGLESIAS CRISTIANA
OR. 3296, PG. 2806

DR- N BY: JNH	D-TE: 1/11/2024
SHEET # 1	OF SHEET 2
SEC-TWN-RGE: 29-47-26	



6200 Whiskey Creek Dr.
Ft. Myers, FL. 33919
Phone: (239) 985-1200
Florida Certificate of
-uthorization No.1772

SKETCH AND LEGAL PARCEL 206B
BONITA GRANDE DRIVE EXTENSION

DR- ING NO. H-2599
PROJECT NO. 2016.068
FILE N-ME 2016068 S&L R7 (206B).dwg

LEGAL DESCRIPTION

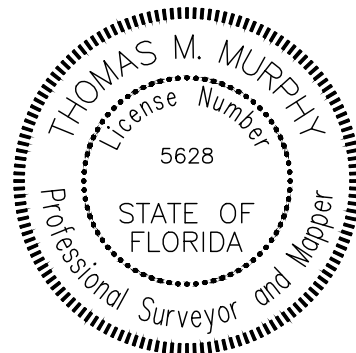
A PARCEL OF LAND LOCATED IN SECTION 29, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 29, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, THENCE RUN ALONG WEST LINE OF SAID SECTION 29, S01°08'41"E FOR A DISTANCE OF 1980.95 FEET; TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED; THENCE RUN N88°41'51"E FOR A DISTANCE OF 25.00 FEET; THENCE RUN S01°08'41"E FOR A DISTANCE OF 635.25 FEET; THENCE RUN N88°45'17"E FOR A DISTANCE OF 35.00 FEET; THENCE RUN S01°08'41"E FOR A DISTANCE OF 25.00 FEET; THENCE RUN S88°45'17"W FOR A DISTANCE OF 60.00 FEET TO A POINT ON THE WEST LINE OF SAID SECTION 29; THENCE RUN ALONG THE SAID WEST LINE N01°08'41"W FOR A DISTANCE OF 660.23 FEET, TO THE POINT OF BEGINNING.

CONTAINING 17381.08 SQUARE FEET OR 0.40 ACRE, MORE OR LESS.

BEARINGS REFER TO WEST LINE OF SECTION 29, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, AS BEING S01°08'41"E.

HOLE MONTES, INC.
CERTIFICATE OF AUTHORIZATION NUMBER LB 1772

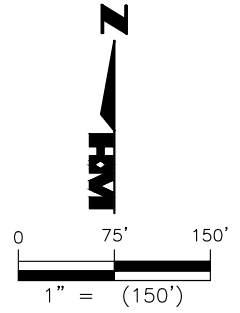


BY _____ LS5628
THOMAS M. MURPHY STATE OF FLORIDA

NOT A SURVEY

DRAWN BY: JNH	DATE: 1/11/2024	 6200 Whiskey Creek Dr. Ft. Myers, FL. 33919 Phone: (239) 985-1200 Florida Certificate of Authorization No.1772	SKETCH AND LEGAL PARCEL 206B BONITA GRANDE DRIVE EXTENSION	DRAWING NO. H-2599
SHEET # 2	OF SHEET 2			PROJECT NO. 2016.068
SEC-TWN-RGE: 29-47-26				FILE NAME 2016068 S&L R7 (206B).dwg

LINE	BEARING	DISTANCE
L1	N 88°41'56" E	60.00'
L2	S 01°08'41" E	396.29'
L3	S 88°41'51" W	60.00'
L4	N 01°08'41" W	396.29'



N LINE OF SECTION 30

POINT OF
COMMENCEMENT
NW CORNER OF
SECTION 29

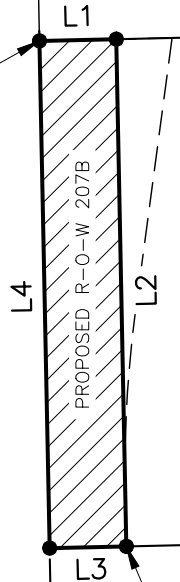
(BASIS OF BEARINGS) W LINE
OF SECTION 29, S01°08'41"E

S 01°08'41" E
1584.52'

PARCEL 208
29-47-26-B1-00117.0010
BONITA GRANDE 80 LLC
INSTR. NO. 2020000310112

POINT OF
BEGINNING
N:735268.20
E:741681.99

PARCEL 105
30-47-26-B2-00001.0060
LEE COUNTY DISTRICT SCHOOL BOARD
OR. 3949, PG. 1844



PARCEL 207
29-47-26-B1-00117.0000
BONITA GRANDE 80 LLC
INSTR. NO. 2020000310112

N:734873.35
E:741749.89

PARCEL 206
29-47-26-B1-00132.0000
CATALDO DOMENICO & SARITA
INSTR. NO. 2006000032355

COORDINATES SHOW HEREON
REFER TO FLORIDA STATE
PLANE WEST

NOT A SURVEY

DR- N BY: JNH	D-TE: 11/8/2023
SHEET # 1	OF SHEET 2
SEC-TWN-RGE: 29-47-26	



6200 Whiskey Creek Dr.
Ft. Myers, FL. 33919
Phone: (239) 985-1200
Florida Certificate of
-authorization No.1772

SKETCH AND LEGAL PARCEL 207B
BONITA GRANDE DRIVE EXTENSION

DR- ING NO. H-2515
PROJECT NO. 2016.068
FILE N-ME 2016068 S&L R8 (207B).dwg

LEGAL DESCRIPTION

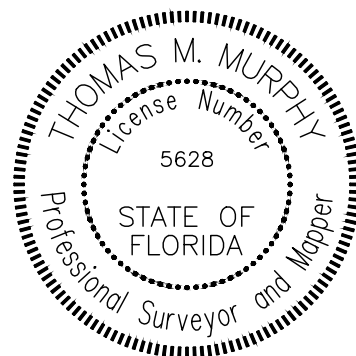
A PARCEL OF LAND LOCATED IN SECTION 29, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 29, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, THENCE RUN ALONG WEST LINE OF SAID SECTION 29, S01°08'41"E FOR A DISTANCE OF 1584.52 FEET; TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED; THENCE RUN N88°41'56"E FOR A DISTANCE OF 60.00 FEET; THENCE RUN S01°08'41"E FOR A DISTANCE OF 396.29 FEET; THENCE RUN S88°41'51"W FOR A DISTANCE OF 60.00 FEET TO A POINT ON THE WEST LINE OF SAID SECTION 29; THENCE RUN N01°08'41"W ALONG THE SAID WEST LINE FOR A DISTANCE OF 396.29 FEET, TO THE POINT OF BEGINNING.

CONTAINING 23777.33 SQUARE FEET OR 0.54 ACRE, MORE OR LESS.

BEARINGS REFER TO WEST LINE OF SECTION 29, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, AS BEING S01°08'41"E.

HOLE MONTES, INC.
CERTIFICATE OF AUTHORIZATION NUMBER LB 1772

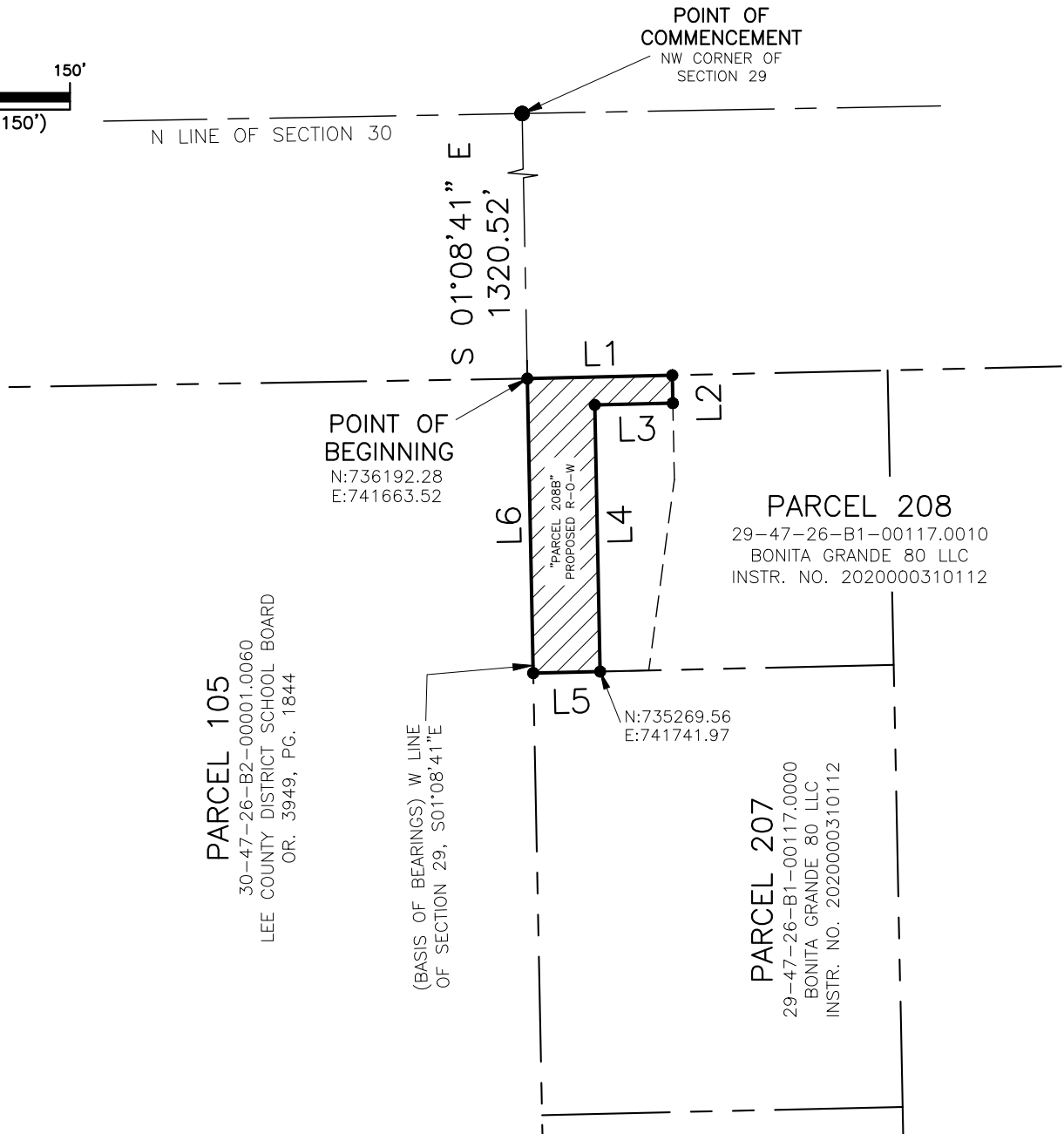
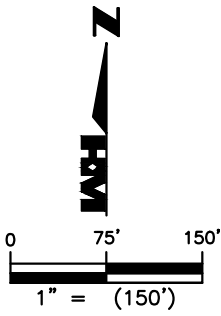


BY _____ LS5628
THOMAS M. MURPHY STATE OF FLORIDA

NOT A SURVEY

DRAWN BY: JNH	DATE: 11/8/2023	 6200 Whiskey Creek Dr. Ft. Myers, FL. 33919 Phone: (239) 985-1200 Florida Certificate of Authorization No.1772	SKETCH AND LEGAL PARCEL 207B BONITA GRANDE DRIVE EXTENSION	DRAWING NO. H-2515
SHEET # 2	OF SHEET 2			PROJECT NO. 2016.068
SEC-TWN-RGE: 29-47-26				FILE NAME 2016068 S&L R8 (207B).dwg

COORDINATES SHOW HEREON
REFER TO FLORIDA STATE
PLANE WEST



LINE	BEARING	DISTANCE
L1	N 88°41'56" E	130.00'
L2	S 01°08'41" E	25.00'
L3	S 88°41'56" W	70.00'
L4	S 01°08'41" E	239.00'
L5	S 88°41'56" W	60.00'
L6	N 01°08'41" W	264.00'

NOT A SURVEY

DR- N BY: JNH	D-TE: 11/8/2023
SHEET # 1	OF SHEET 2
SEC-TWN-RGE: 29-47-26	



6200 Whiskey Creek Dr.
Ft. Myers, FL. 33919
Phone: (239) 985-1200
Florida Certificate of
-authorization No.1772

SKETCH AND LEGAL PARCEL 208B
BONITA GRANDE DRIVE EXTENSION

DR- ING NO. H-2514
PROJECT NO. 2016.068
FILE N-ME 2016068 S&L R8 (208B).dwg

LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN SECTION 29, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

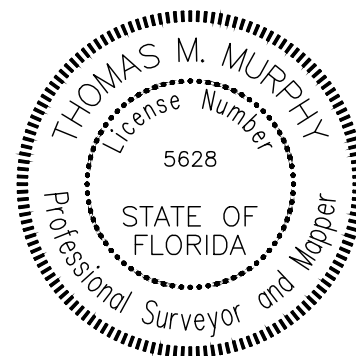
COMMENCING AT THE NORTHWEST CORNER OF SECTION 29, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, THENCE RUN ALONG WEST LINE OF SAID SECTION 29, S01°08'41"E FOR A DISTANCE OF 1320.52 FEET; TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED; THENCE RUN N88°41'56"E FOR A DISTANCE OF 130.00 FEET; THENCE RUN S01°08'41"E FOR A DISTANCE OF 25.00 FEET; THENCE RUN S88°41'56"W FOR A DISTANCE OF 70.00 FEET; THENCE RUN S01°08'41"E FOR A DISTANCE OF 239.00 FEET; THENCE RUN S88°41'56"W FOR A DISTANCE OF 60.00 FEET TO A POINT ON THE WEST LINE OF SAID SECTION 29; THENCE RUN N01°08'41"W ALONG SAID WEST LINE FOR A DISTANCE OF 264.00 FEET, TO THE POINT OF BEGINNING.

CONTAINING 17590.07 SQUARE FEET OR 0.40 ACRE, MORE OR LESS.

BEARINGS REFER TO WEST LINE OF SECTION 29, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, AS BEING S01°08'41"E.

HOLE MONTES, INC.
CERTIFICATE OF AUTHORIZATION NUMBER LB 1772

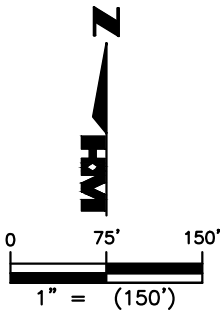
BY _____ LS5628
THOMAS M. MURPHY STATE OF FLORIDA



NOT A SURVEY

DRAWN BY: JNH	DATE: 11/8/2023	 6200 Whiskey Creek Dr. Ft. Myers, FL. 33919 Phone: (239) 985-1200 Florida Certificate of Authorization No.1772	SKETCH AND LEGAL PARCEL 208B BONITA GRANDE DRIVE EXTENSION	DRAWING NO. H-2514
SHEET # 2	OF SHEET 2			PROJECT NO. 2016.068
SEC-TWN-RGE: 29-47-26				FILE NAME 2016068 S&L R8 (208B).dwg

COORDINATES SHOW HEREON
REFER TO FLORIDA STATE
PLANE WEST



POINT OF
COMMENCEMENT
NW CORNER OF
SECTION 29

N LINE OF SECTION 30

S 01°08'41" E
660.26'

PARCEL 210

29-47-26-B1-00101.0000
BONITA GRANDE 80 LLC
INSTR. NO. 2020000310302

POINT OF
BEGINNING
N:736192.28
E:741663.52

PARCEL 106
30-47-26-B2-00001.007A
PINNACLE TOWERS INC
O.R. 2837, PG. 1489

(BASIS OF BEARINGS) W LINE
OF SECTION 29, S01°08'41"E

L6

"PARCEL 209B" PROPOSED R-O-W

L2

PARCEL 209

29-47-26-B1-00113.0000
BONITA GRANDE 80 LLC
INSTR. NO. 2020000310302

L3
L4
L5

N:735535.10
E:741806.68

PARCEL 208

29-47-26-B1-00117.0010
BONITA GRANDE 80 LLC
INSTR. NO. 2020000310112

LINE	BEARING	DISTANCE
L1	N 88°40'15" E	60.00'
L2	S 01°08'41" E	635.29'
L3	N 88°41'56" E	70.00'
L4	S 01°08'41" E	25.00'
L5	S 88°41'56" W	130.00'
L6	N 01°08'41" W	660.26'

NOT A SURVEY

DR- N BY: JNH	D-TE: 11/8/2023
SHEET # 1	OF SHEET 2
SEC-TWN-RGE: 29-47-26	



6200 Whiskey Creek Dr.
Ft. Myers, FL. 33919
Phone: (239) 985-1200
Florida Certificate of
-authorization No.1772

SKETCH AND LEGAL PARCEL 209B
BONITA GRANDE DRIVE EXTENSION

DR- ING NO. H-2513
PROJECT NO. 2016.068
FILE N-ME 2016068 S&L R6 (209B).dwg

LEGAL DESCRIPTION

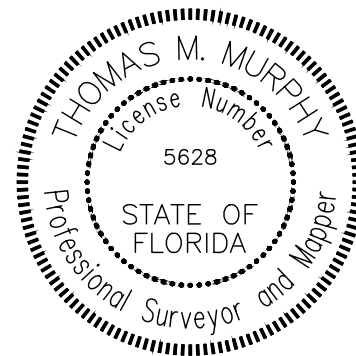
A PARCEL OF LAND LOCATED IN SECTION 29, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 29, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, THENCE RUN ALONG WEST LINE OF SAID SECTION 29, S01°08'41"E FOR A DISTANCE OF 660.26 FEET; TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED THENCE RUN N88°40'15"E FOR A DISTANCE OF 60.00 FEET; THENCE RUN S01°08'41"E FOR A DISTANCE OF 635.29 FEET; THENCE RUN N88°41'56"E FOR A DISTANCE OF 70.00 FEET; THENCE RUN S01°08'41"E FOR A DISTANCE OF 25.00 FEET; THENCE RUN S88°41'56"W FOR A DISTANCE OF 130.00 FEET TO A POINT ON THE WEST LINE OF SAID SECTION 29; THENCE RUN N01°08'41"W ALONG SAID WEST LINE FOR A DISTANCE OF 660.26 FEET, TO THE POINT OF BEGINNING.

CONTAINING 41366.49 SQUARE FEET OR 0.95 ACRE, MORE OR LESS.

BEARINGS REFER TO THE WEST LINE OF SECTION 29, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, AS BEING S01°08'41"E.

HOLE MONTES, INC.
CERTIFICATE OF AUTHORIZATION NUMBER LB 1772

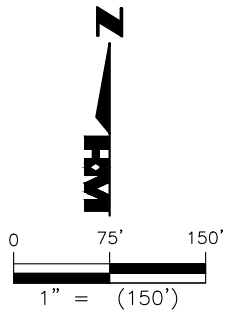


BY _____ LS5628
THOMAS M. MURPHY STATE OF FLORIDA

NOT A SURVEY

DRAWN BY: JNH	DATE: 11/8/2023	 6200 Whiskey Creek Dr. Ft. Myers, FL. 33919 Phone: (239) 985-1200 Florida Certificate of Authorization No.1772	SKETCH AND LEGAL PARCEL 209B BONITA GRANDE DRIVE EXTENSION	DRAWING NO. H-2513
SHEET # 2	OF SHEET 2			PROJECT NO. 2016.068
SEC-TWN-RGE: 29-47-26				FILE NAME 2016068 S&L R6 (209B).dwg

COORDINATES SHOW HEREON
REFER TO FLORIDA STATE
PLANE WEST



POINT OF
BEGINNING
NW CORNER OF
SECTION 29
N:736852.40
E:741650.33

PARCEL 107

19-47-26-B3-00001.1030
3HWA LAND HOLDINGS LLC
INSTR. NO. 2019000287391

PARCEL 211

20-47-26-B1-00001.0000
BG MINE LLC
INSTR. NO. 2016000141986

N LINE OF SECTION 30

N LINE OF SECTION 29

"PARCEL 210B"
PROPOSED R-O-W

(BASIS OF BEARINGS) W LINE
OF SECTION 29, S01°08'41"E

PARCEL 106

30-47-26-B2-00001.007A
PINNACLE TOWERS INC
O.R. 2837, PG. 1489

PARCEL 210

29-47-26-B1-00101.0000
BONITA GRANDE 80 LLC
INSTR. NO. 2020000310302

PARCEL 209

29-47-26-B1-00113.0000
BONITA GRANDE 80 LLC
INSTR. NO. 2020000310302

LINE	BEARING	DISTANCE
L1	N 88°38'33" E	130.00'
L2	S 01°08'41" E	25.00'
L3	S 88°38'33" W	105.00'
L4	S 01°08'41" E	635.27'
L5	S 88°40'15" W	25.00'
L6	N 01°08'41" W	660.26'

NOT A SURVEY

DR- N BY: JNH	D-TE: 11/8/2023
SHEET # 1	OF SHEET 2
SEC-TWN-RGE: 29-47-26	



6200 Whiskey Creek Dr.
Ft. Myers, FL. 33919
Phone: (239) 985-1200
Florida Certificate of
-authorization No.1772

SKETCH AND LEGAL PARCEL 210B
BONITA GRANDE DRIVE EXTENSION

DR- ING NO. H-2512
PROJECT NO. 2016.068
FILE N-ME 2016068 S&L R6 (210B).dwg

LEGAL DESCRIPTION

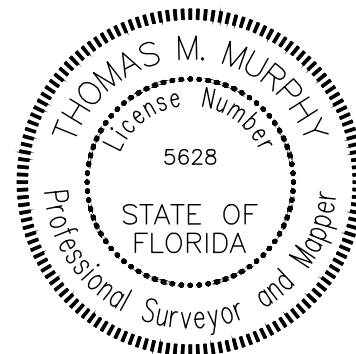
A PARCEL OF LAND LOCATED IN SECTION 29, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SECTION 29, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA; THENCE RUN ALONG THE NORTH LINE OF SAID SECTION 29 N88°38'33"E FOR A DISTANCE OF 130.00 FEET; THENCE RUN S01°08'41"E FOR A DISTANCE OF 25.00 FEET; THENCE RUN S88°38'33"W FOR A DISTANCE OF 105.00 FEET; THENCE RUN S01°08'41"E FOR A DISTANCE OF 635.27 FEET; THENCE RUN S88°40'15"W FOR A DISTANCE OF 25.00 FEET TO A POINT ON THE WEST LINE OF SAID SECTION 29; THENCE RUN N01°08'41"W ALONG SAID WEST LINE FOR A DISTANCE OF 660.26 FEET, TO THE POINT OF BEGINNING.

CONTAINING 19131.66 SQUARE FEET OR 0.44 ACRE, MORE OR LESS.

BEARINGS REFER TO WEST LINE OF SECTION 29, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, AS BEING S01°08'41"E.

HOLE MONTES, INC.
CERTIFICATE OF AUTHORIZATION NUMBER LB 1772

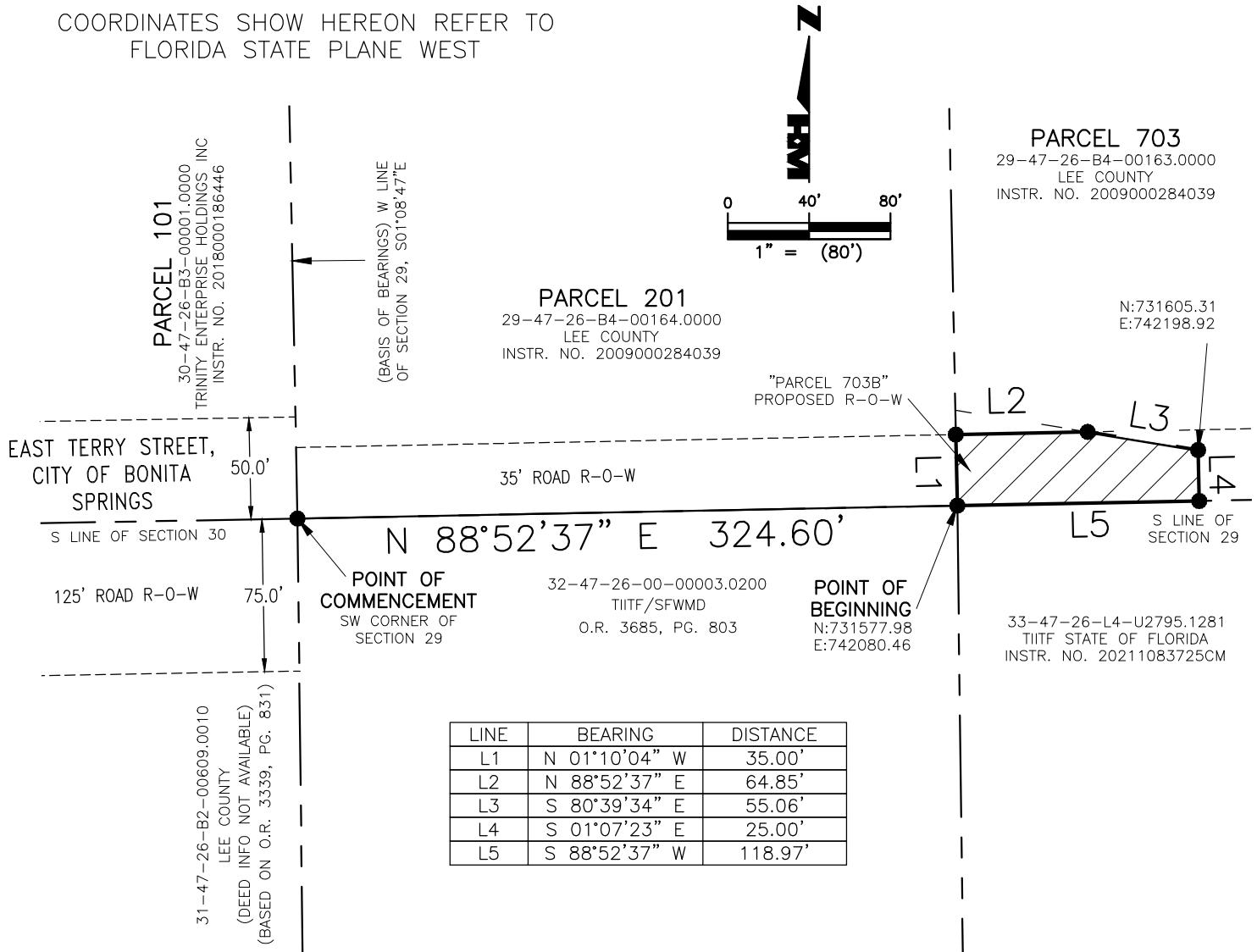


BY _____ LS5628
THOMAS M. MURPHY STATE OF FLORIDA

NOT A SURVEY

DRAWN BY: JNH	DATE: 11/8/2023	 HOLE MONTES PROFESSIONAL LANDSCAPE ARCHITECTS & PLANNERS IN FLORIDA	6200 Whiskey Creek Dr. Ft. Myers, FL. 33919 Phone: (239) 985-1200 Florida Certificate of Authorization No.1772	SKETCH AND LEGAL PARCEL 210B BONITA GRANDE DRIVE EXTENSION	DRAWING NO. H-2512
SHEET # 2	OF SHEET 2				PROJECT NO. 2016.068
SEC-TWN-RGE: 29-47-26					FILE NAME 2016068 S&L R6 (210B).dwg

COORDINATES SHOW HEREON REFER TO
FLORIDA STATE PLANE WEST



LEGAL DESCRIPTION

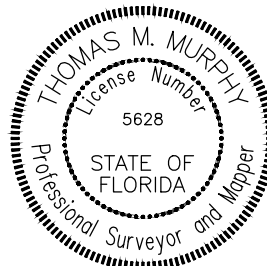
A PARCEL OF LAND LOCATED IN SECTION 29, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 29, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, THENCE RUN ALONG THE SOUTH LINE OF SAID SECTION 29 N88°52'37"E FOR A DISTANCE OF 324.60 FEET; TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED; THENCE LEAVING SAID SOUTH LINE RUN N01°10'04"W FOR A DISTANCE OF 35.00 FEET; THENCE RUN N88°52'37"E FOR A DISTANCE OF 64.85 FEET; THENCE RUN S80°39'34"E FOR A DISTANCE OF 55.06 FEET; THENCE RUN S01°07'23"E FOR A DISTANCE OF 25.00 FEET TO A POINT ON THE SOUTH LINE OF SAID SECTION 29; THENCE RUN ALONG SAID SOUTH LINE S88°52'37"W FOR A DISTANCE OF 118.97 FEET, TO THE POINT OF BEGINNING.

CONTAINING 3893.75 SQUARE FEET OR 0.09 ACRE, MORE OR LESS.

BEARINGS REFER TO WEST LINE OF SECTION 29, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, AS BEING S01°08'47"E.

HOLE MONTES, INC.
CERTIFICATE OF AUTHORIZATION NUMBER LB 1772



BY THOMAS M. MURPHY LS5628
STATE OF FLORIDA

NOT A SURVEY

DRAWN BY: JNH	DATE: 12/27/2023
SHEET # 1	OF SHEET 1
SEC-TWN-RGE: 29-47-26	

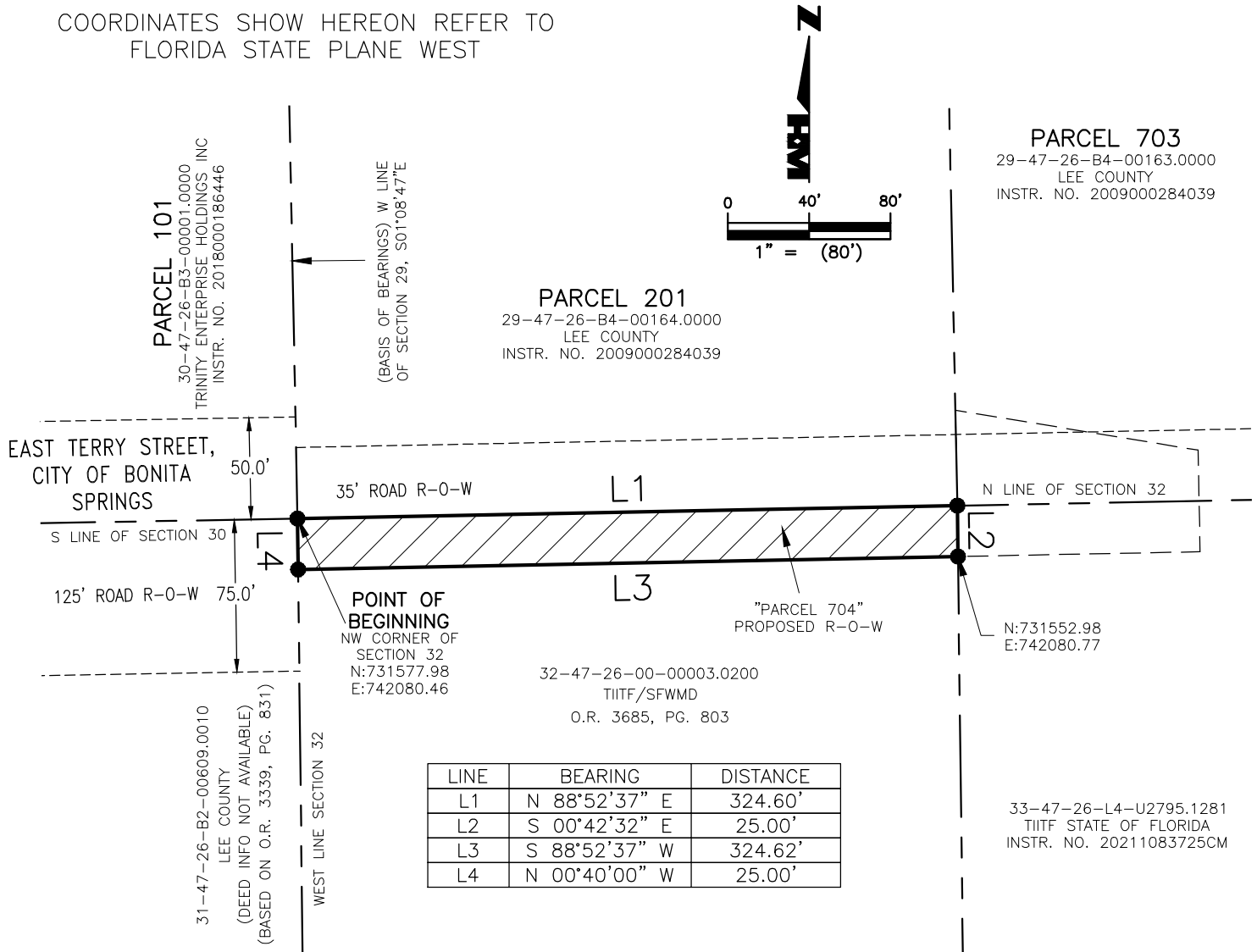


6200 Whiskey Creek Dr.
Ft. Myers, FL. 33919
Phone: (239) 985-1200
Florida Certificate of
Authorization No.1772

SKETCH AND LEGAL PARCEL 703B
BONITA GRANDE DRIVE EXTENSION

DRAWING NO. H-2270-10
PROJECT NO. 2016.068
FILE NAME 2016068 S&L R10 (703B).dwg

COORDINATES SHOW HEREON REFER TO
FLORIDA STATE PLANE WEST



LEGAL DESCRIPTION

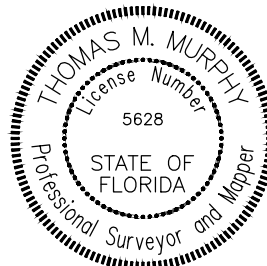
A PARCEL OF LAND LOCATED IN SECTION 32, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SECTION 32, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, THENCE RUN ALONG THE NORTH LINE OF SAID SECTION 32 N88°52'37"E FOR A DISTANCE OF 324.60 FEET; THENCE LEAVING SAID NORTH LINE RUN S00°42'32"E FOR A DISTANCE OF 25.00 FEET; THENCE RUN S88°52'37"W FOR A DISTANCE OF 324.62 FEET TO A POINT ON THE WEST LINE OF SAID SECTION 32; THENCE RUN ALONG THE SAID WEST LINE N00°40'00"W FOR A DISTANCE OF 25.00 FEET, TO THE POINT OF BEGINNING.

CONTAINING 8115.35 SQUARE FEET OR 0.19 ACRE, MORE OR LESS.

BEARINGS REFER TO WEST LINE OF SECTION 29, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, AS BEING S01°08'47"E.

HOLE MONTES, INC.
CERTIFICATE OF AUTHORIZATION NUMBER LB 1772



BY THOMAS M. MURPHY LS5628
STATE OF FLORIDA

NOT A SURVEY

DRAWN BY: JNH	DATE: 12/27/2023
SHEET # 1	OF SHEET 1
SEC-TWN-RGE: 32-47-26	

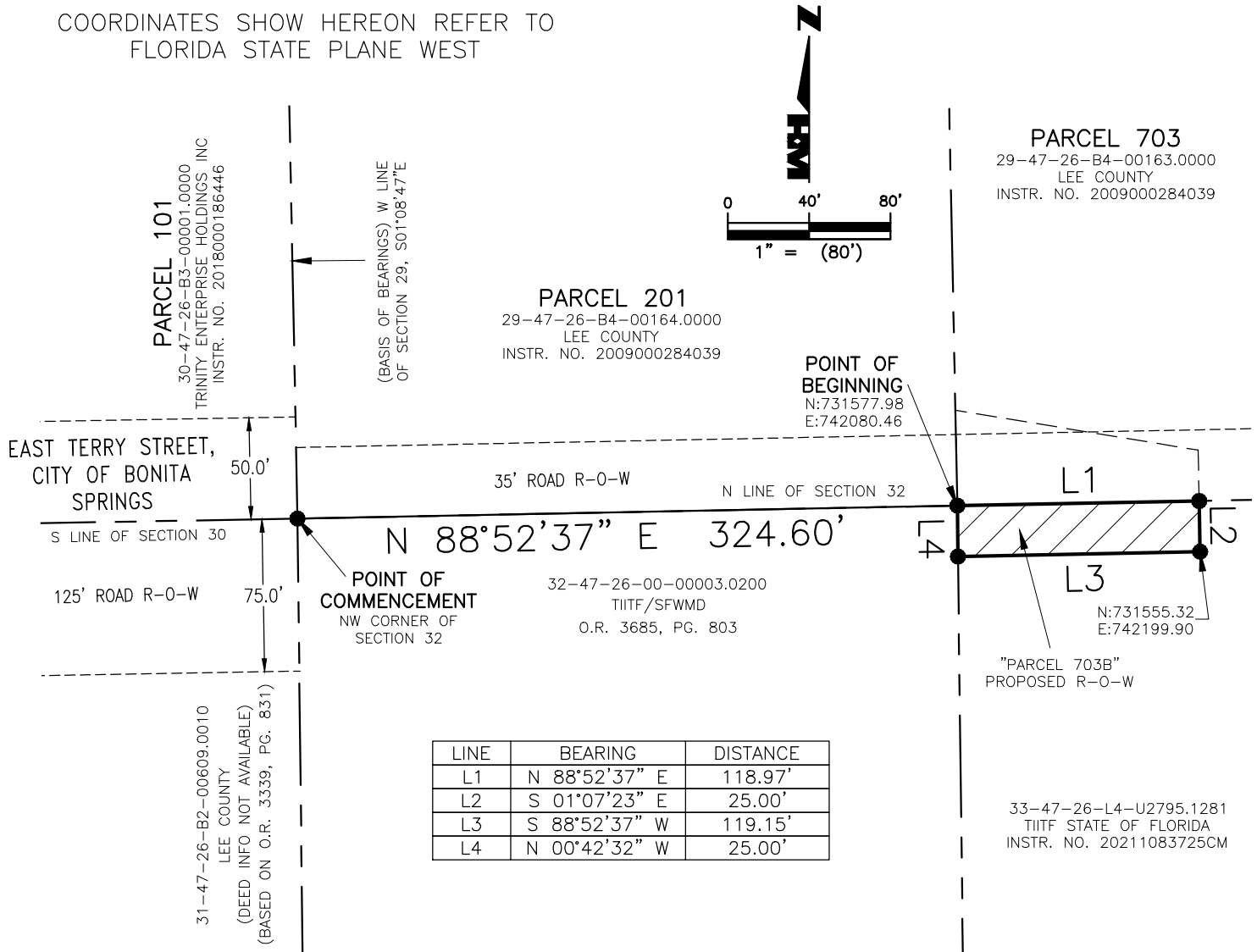


6200 Whiskey Creek Dr.
Ft. Myers, FL. 33919
Phone: (239) 985-1200
Florida Certificate of
Authorization No.1772

SKETCH AND LEGAL PARCEL 704
BONITA GRANDE DRIVE EXTENSION

DRAWING NO. H-2525-10
PROJECT NO. 2016.068
FILE NAME 2016068 S&L R10 (704).dwg

COORDINATES SHOW HEREON REFER TO
FLORIDA STATE PLANE WEST



LEGAL DESCRIPTION

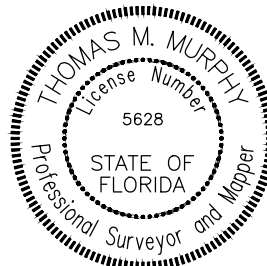
A PARCEL OF LAND LOCATED IN SECTION 32, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 32, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, THENCE RUN ALONG THE NORTH LINE OF SAID SECTION 32 N88°52'37"E FOR A DISTANCE OF 324.60 FEET; TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED; THENCE CONTINUE N88°52'37"E ALONG SAID NORTH LINE FOR A DISTANCE OF 118.97 FEET; THENCE LEAVING SAID NORTH LINE RUN S01°07'23"E FOR A DISTANCE OF 25.00 FEET; THENCE RUN S88°52'37"W FOR A DISTANCE OF 119.15 FEET; THENCE RUN N00°42'32"W FOR A DISTANCE OF 25.00 FEET, TO THE POINT OF BEGINNING.

CONTAINING 2976.55 SQUARE FEET OR 0.07 ACRE, MORE OR LESS.

BEARINGS REFER TO WEST LINE OF SECTION 29, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, AS BEING S01°08'47"E.

HOLE MONTES, INC.
CERTIFICATE OF AUTHORIZATION NUMBER LB 1772



BY THOMAS M. MURPHY LS5628
STATE OF FLORIDA

NOT A SURVEY

DRAWN BY: JNH	DATE: 12/27/2023
SHEET # 1	OF SHEET 1
SEC-TWN-RGE: 32-47-26	



6200 Whiskey Creek Dr.
Ft. Myers, FL. 33919
Phone: (239) 985-1200
Florida Certificate of
Authorization No.1772

SKETCH AND LEGAL PARCEL 705
BONITA GRANDE DRIVE EXTENSION

DRAWING NO. H-2524-10
PROJECT NO. 2016.068
FILE NAME 2016068 S&L R10 (705).dwg

This Instrument Prepared by:
DEPARTMENT OF COUNTY LANDS
Post Office Box 398
Fort Myers, Florida 33902-0398
COB: Bonita Grande Drive Project
STRAP Nos.: Part of 29-47-26-B4-00164-0000,
~00163.0000
Part of Bonita Grande Road Right-of-Way
Part of East Terry Street Right-of-Way

THIS SPACE FOR RECORDING

**COUNTY DEED
(Statutory)**

THIS DEED executed this ____ day of _____, 2024, by **LEE COUNTY, FLORIDA, a Political Subdivision of the State of Florida**, whose address is Post Office Box 398, Fort Myers, Florida 33902-0398, COUNTY, to **CITY OF BONITA SPRINGS, a municipal corporation of the State of Florida**, whose address is 9101 Bonita Beach Road, Florida 34135, Grantee.

WITNESSETH: The COUNTY, for and in consideration of the sum of Ten (\$10.00) Dollars to it in hand paid by the Grantee, receipt whereof is hereby acknowledged, has granted, bargained and sold to the Grantee, its heirs and assigns forever, the following described land, lying and being in Lee County, Florida:

SEE ATTACHED EXHIBIT "A" AND EXHIBIT "B"

This grant conveys only the interest of the County and its Board of County Commissioners in the property herein described and does not warrant the title or represent any state of facts concerning the title.

This grant is subject to the continued public use and associated drainage of Bonita Grande Drive and East Terry Street road rights-of-way.

The County reserves a non-exclusive, appurtenant easement to use the property for access until the completion of the Bonita Grande Drive improvement project.

In the event the Grantee does not commence construction of the Bonita Grande Drive improvement project within five (5) years of recording this County Deed or the property ceases to be used for public purpose in excess of six months, at the County's request, the Grantee agrees to reconvey the property to COUNTY within sixty (60) days.

IN WITNESS WHEREOF the COUNTY has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chair or Vice Chair of said Board, the day and year above.

ATTEST:
KEVIN C. KARNES
CLERK OF CIRCUIT COURT

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: _____
Clerk of Circuit Court

BY: _____
MIKE GREENWELL, CHAIR

APPROVED AS TO FORM FOR THE
RELIANCE OF LEE COUNTY ONLY

County Attorney's Office

EXHIBIT "A"
Portion of County Property

EXHIBIT "B"
Road Right-Of-Way Easements

This Instrument Prepared by:
COUNTY LANDS DEPARTMENT
P.O. Box 398
Fort Myers, FL 33902-0398

Project: City of Bonita Springs – Bonita Grande Dr
Parcel No.: 702 – Slope Easement
STRAP No.: Part of 31-47-26-B2-00609.0010

THIS SPACE FOR RECORDING

GRANT OF PERPETUAL SLOPE EASEMENT

This Grant of Perpetual Slope Easement (“Easement”), made and entered into this ____ day of _____, 20__, between **Lee County, a political subdivision of the State of Florida**, whose address is P. O. Box 398, Fort Myers, Florida 33902-0398 (hereinafter the “County”), and **City of Bonita Springs, a municipal corporation of the State of Florida**, whose address is 9101 Bonita Beach Road, Bonita Springs, FL 34135 (hereinafter the “Grantee”):

WITNESSETH:

1. For and in consideration of the sum of Ten and xx/100 Dollars (\$10.00) and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, County hereby grants and transfers to Grantee, its successors and assigns, a perpetual slope easement situated in Lee County, Florida, and located and described as set forth in attached **Exhibit “A”** (the “Easement Area”).
2. The Grantee, its successors, appointees, and assigns, are granted the right, privilege, and authority, to construct, replace, repair, remove, extend, modify, and maintain the surface grade of a slope in, upon, over, and across the Easement Area to support, reinforce and stabilize the adjacent public sidewalk/roadway improvements. Grantee shall restore the surface to a safe and aesthetic condition, including replacing fencing and sodding or seeding, at Grantee’s expense.
3. The earthen slope improvements that may be placed within the Easement Area to support and stabilize the adjacent sidewalk/roadway improvements are limited to soil and grass covering that allows for the continued use of access by the County and any existing utility easement interest holders.
4. Title to the slope improvements constructed hereunder shall remain in the Grantee, Grantee’s successors, appointees and assigns.

5. County retains the continued use of the Easement Area for ingress/egress and as a fire-line. County is prohibited from excavating the earthen slope, which may cause the adjacent public sidewalk/roadway improvements to destabilize.
6. County is lawfully seized and possessed of said lands encompassing the Easement Area.
7. The Grantee, at Grantee's expense, agrees to replace/restore any fencing or improvements removed or damaged during the Grantee's installation, grading or maintenance of the slope improvements contemplated by this Easement.
8. In the event the Grantee does not commence construction of the Bonita Grande Drive improvement project within five (5) years of recording this Easement conveyance or the slope easement rights cease to be used for public purpose in excess of six months, at the County's request, the Grantee agrees to record a termination of easement within sixty (60) days.
9. This Easement shall be binding upon the parties hereto, their successors and assigns.

IN WITNESS WHEREOF, the County and Grantee, have caused this Easement to be signed intending to be bound as of the date first above written above.

Approved and executed for and on behalf of Lee County, Florida, this ____ day of _____, 20____.

ATTEST:
KEVIN C. KARNES
CLERK OF CIRCUIT COURT

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: _____
Deputy Clerk

BY: _____
MIKE GREENWELL, CHAIR

APPROVED AS TO FORM FOR THE
RELIANCE OF LEE COUNTY ONLY

BY: _____
County Attorney's Office

Signed, sealed and delivered in
presence of two separate witnesses:

[1st Witness' Signature]

[Type or print name]

[2nd Witness' Signature]

[Type or print name]

Grantor:
City of Bonita Springs, a municipal
corporation of the State of Florida

By: _____
Rick Steinmeyer, Mayor

Approved as to Form:

By: _____
City Attorney's Office

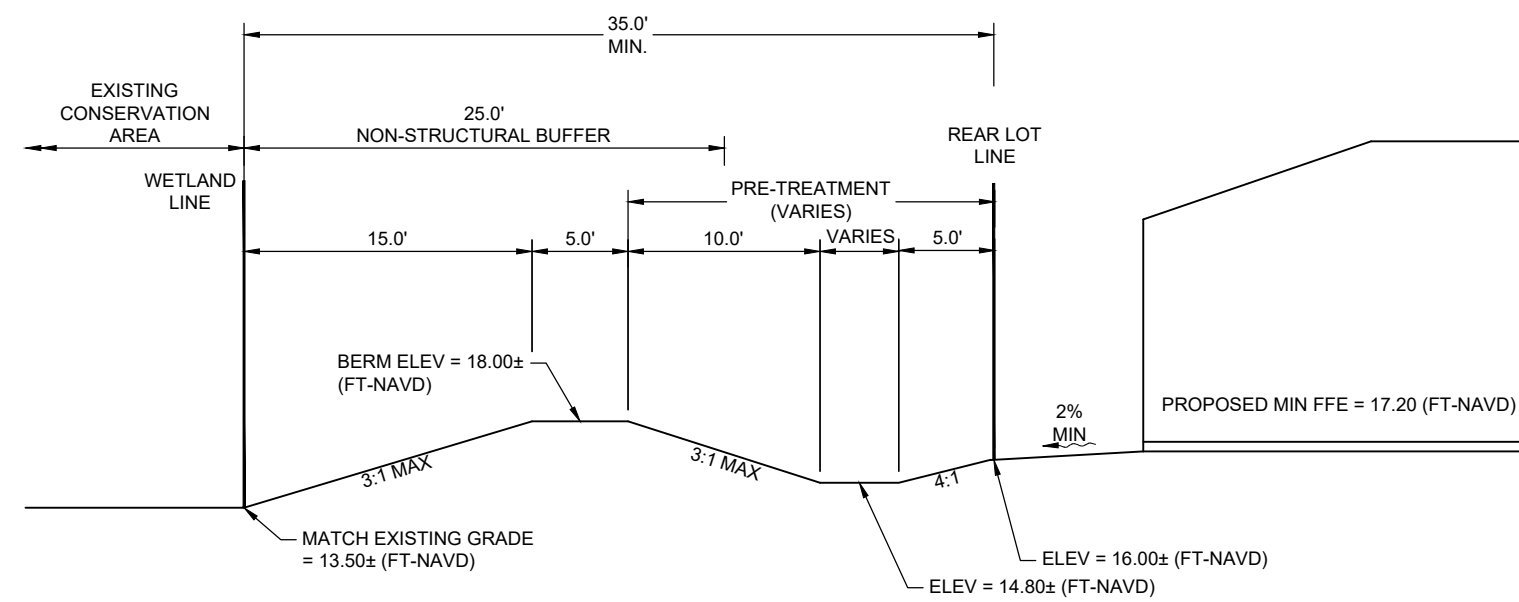
STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____ 20__, by Rick Steinmeyer, Mayor of City of Bonita Springs, on behalf of the City. He is personally known to me or has produced _____
_____ as identification.
(type of identification)

Notary Public
[Affix stamp/seal]

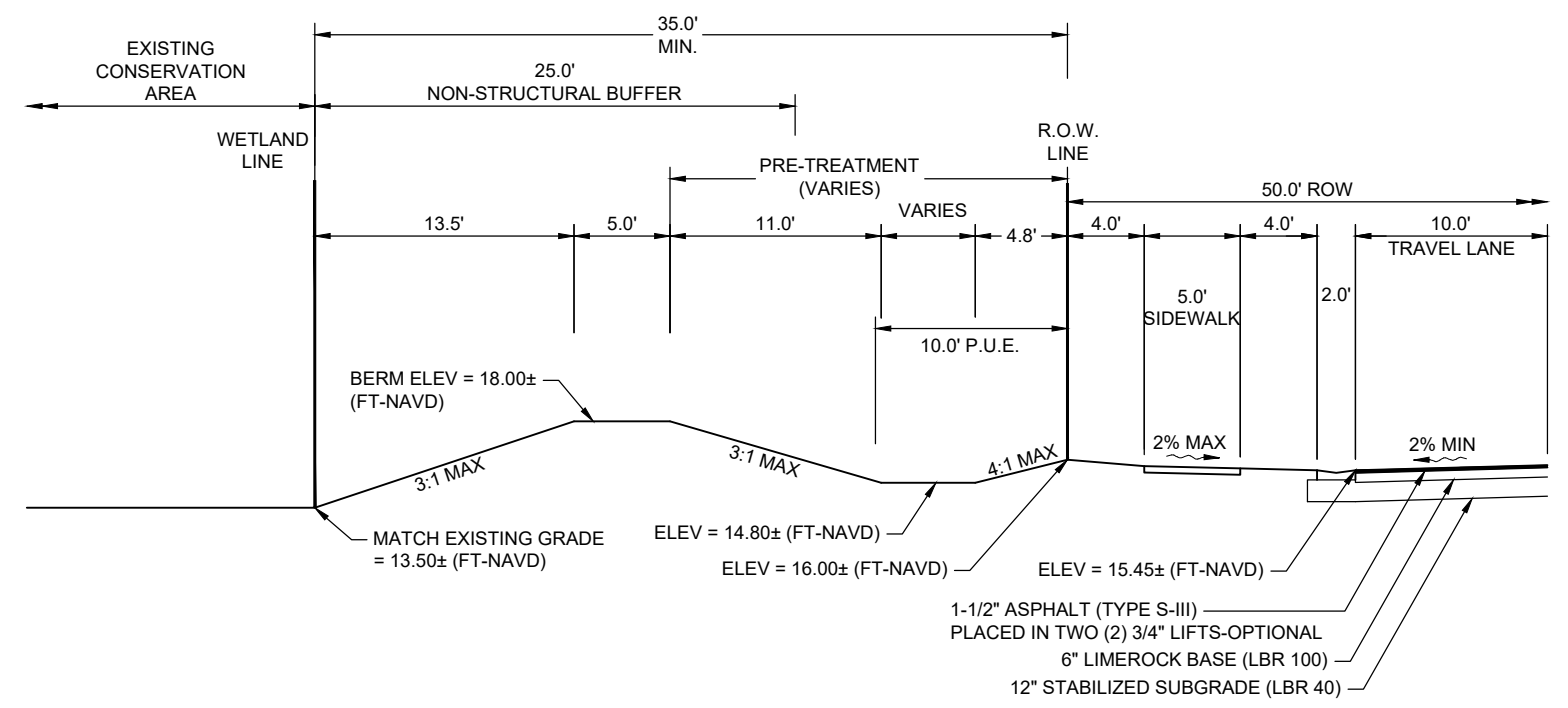
Page 4
Perpetual Slope Easement
Project: BM Mine/Bonita Grande Drive
Parcel No.: 702
STRAP No.: Part of 03-47-24-W4-00014.10CE

Exhibit "A"
Easement Area



SECTION ALT 1 (HOUSES-BASIN 1)

NTS



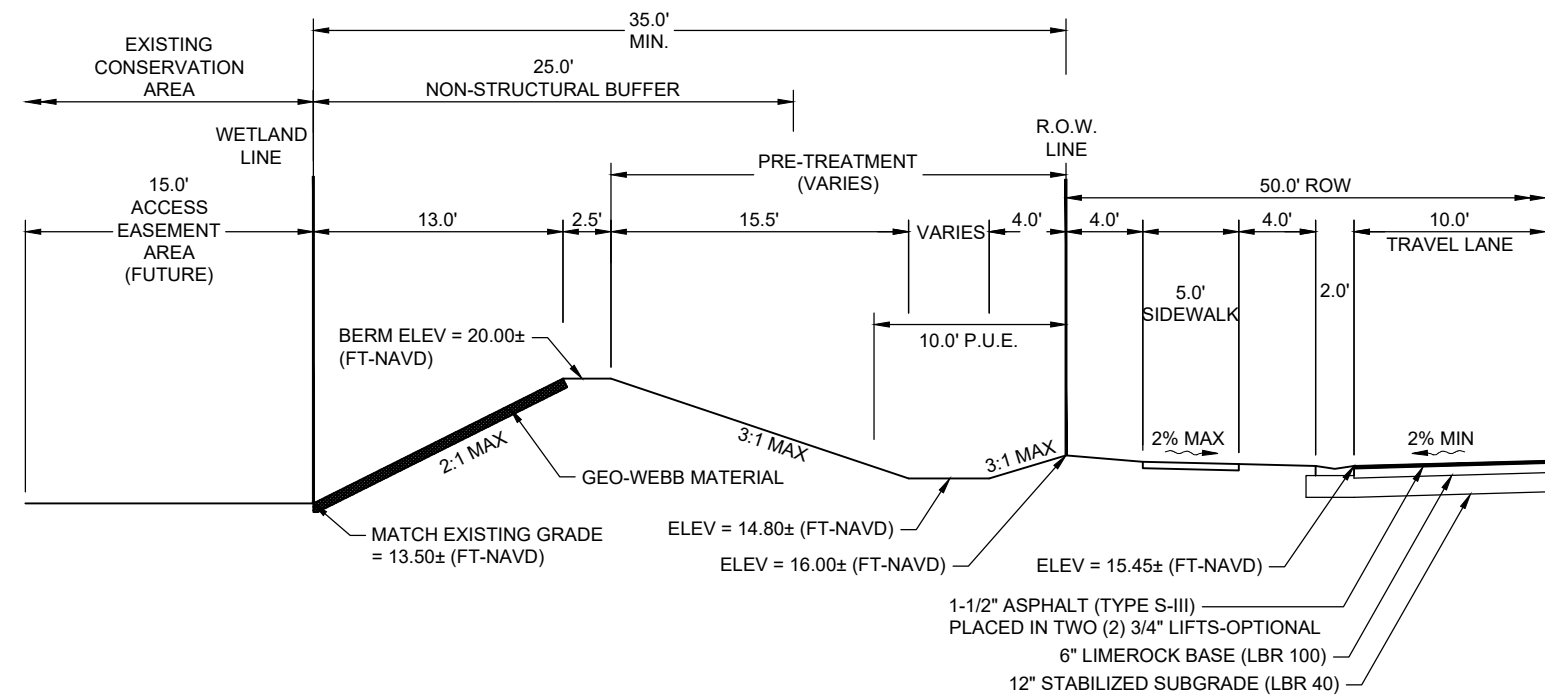
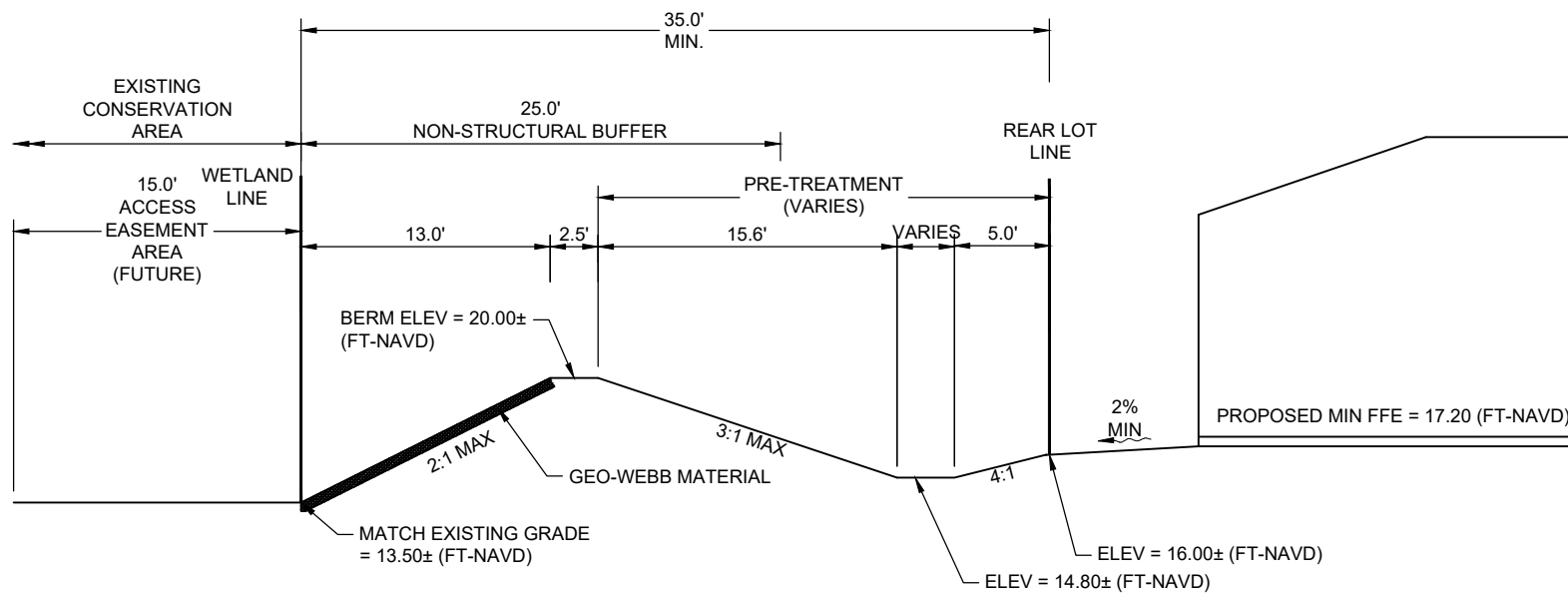
SECTION ALT 1 (ROAD-BASIN 1)

NTS

BASIN 1 STORMWATER MANAGEMENT
DESIGN SUMMARY

M.W.L. = 13.80 (FT-NAVD)
D.H.W.₂₅ = 15.45 (FT-NAVD)
D.H.W.₁₀₀ = 15.98 (FT-NAVD)
MIN F.F.E. = 17.20 (FT-NAVD)

Exhibit F-1
RESIDENTIAL BERM



BASIN 1 STORMWATER MANAGEMENT DESIGN SUMMARY

Exhibit F-2

This Instrument Prepared by:
DEPARTMENT OF COUNTY LANDS
Post Office Box 398
Fort Myers, Florida 33902-0398
COB: Bonita Grande Drive Project
STRAP Nos.: Part of 29-47-26-B4-00164-0000,
~00163.0000
Part of Bonita Grande Road Right-of-Way
Part of East Terry Street Right-of-Way

THIS SPACE FOR RECORDING

**COUNTY DEED
(Statutory)**

THIS DEED executed this ____ day of _____, 2024, by **LEE COUNTY, FLORIDA, a Political Subdivision of the State of Florida**, whose address is Post Office Box 398, Fort Myers, Florida 33902-0398, COUNTY, to **CITY OF BONITA SPRINGS, a municipal corporation of the State of Florida**, whose address is 9101 Bonita Beach Road, Florida 34135, Grantee.

WITNESSETH: The COUNTY, for and in consideration of the sum of Ten (\$10.00) Dollars to it in hand paid by the Grantee, receipt whereof is hereby acknowledged, has granted, bargained and sold to the Grantee, its heirs and assigns forever, the following described land, lying and being in Lee County, Florida:

SEE ATTACHED EXHIBIT "A" AND EXHIBIT "B"

This grant conveys only the interest of the County and its Board of County Commissioners in the property herein described and does not warrant the title or represent any state of facts concerning the title.

This grant is subject to the continued public use and associated drainage of Bonita Grande Drive and East Terry Street road rights-of-way.

The County reserves a non-exclusive, appurtenant easement to use the property for access until the completion of the Bonita Grande Drive improvement project.

In the event the Grantee does not commence construction of the Bonita Grande Drive improvement project within five (5) years of recording this County Deed or the property ceases to be used for public purpose in excess of six months, at the County's request, the Grantee agrees to reconvey the property to COUNTY within sixty (60) days.

IN WITNESS WHEREOF the COUNTY has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chair or Vice Chair of said Board, the day and year above.

ATTEST:
KEVIN C. KARNES
CLERK OF CIRCUIT COURT

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: _____
Clerk of Circuit Court

BY: _____
MIKE GREENWELL, CHAIR

APPROVED AS TO FORM FOR THE
RELIANCE OF LEE COUNTY ONLY

County Attorney's Office

EXHIBIT "A"
Portion of County Property

EXHIBIT "B"
Road Right-Of-Way Easements

This Instrument Prepared by:
DEPARTMENT OF COUNTY LANDS
Post Office Box 398
Fort Myers, Florida 33902-0398
COB: Bonita Grande Drive Project
STRAP Nos.: Part of 29-47-26-B4-00164-0000,
~00163.0000
Part of Bonita Grande Road Right-of-Way
Part of East Terry Street Right-of-Way

THIS SPACE FOR RECORDING

**COUNTY DEED
(Statutory)**

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WITNESSETH: The COUNTY, for and in consideration of the sum of Ten (\$10.00) Dollars to it in hand paid by the Grantee, receipt whereof is hereby acknowledged, has granted, bargained and sold to the Grantee, its heirs and assigns forever, the following described land, lying and being in Lee County, Florida:

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This grant is subject to the continued public use and associated drainage of Bonita Grande Drive and East Terry Street road rights-of-way.

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In the event the Grantee does not commence construction of the Bonita Grande Drive improvement project within five (5) years of recording this County Deed or the property ceases to be used for public purpose in excess of six months, at the County's request, the Grantee agrees to reconvey the property to COUNTY within sixty (60) days.

IN WITNESS WHEREOF the COUNTY has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chair or Vice Chair of said Board, the day and year above.

ATTEST:
KEVIN C. KARNES
CLERK OF CIRCUIT COURT

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: _____
Clerk of Circuit Court

BY: _____
MIKE GREENWELL, CHAIR

APPROVED AS TO FORM FOR THE
RELIANCE OF LEE COUNTY ONLY

County Attorney's Office

EXHIBIT "A"
Portion of County Property

EXHIBIT "B"
Road Right-Of-Way Easements

DESCRIPTION:

A PORTION OF SECTIONS 17 AND 20, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE POINT OF BEGINNING, WHICH IS THE SOUTHWEST CORNER OF SECTION 20, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA; THENCE NORTH 01°08'52" WEST FOR 5285.70 FEET ALONG AN AGREED UPON LINE PER OFFICIAL RECORD BOOK 2061, PAGE 3137 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE CONTINUE ALONG SAID AGREED UPON LINE NORTH 01°06'50" WEST 1339.84 FEET; THENCE SOUTH 88°58'01" WEST 191.18 FEET ALONG AN AGREED UPON LINE PER OFFICIAL RECORDS BOOK 2061, PAGE 3137, AND PAGE 3139 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA TO THE WEST LINE OF SECTION 17, TOWNSHIP 47, SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA; THENCE CONTINUE ALONG SAID AGREED UPON LINE WHICH IS THE WEST LINE OF SAID SECTION 17 NORTH 04°41'04" WEST FOR 4013.11 FEET TO THE NORTHWEST CORNER OF SAID SECTION 17; THENCE NORTH 87°28'17" EAST FOR 2575.75 FEET ALONG THE NORTH LINE OF SAID SECTION 17 TO THE NORTH 1/4 CORNER OF SAID SECTION 17; THENCE CONTINUE ALONG SAID NORTH LINE NORTH 87°28'22" EAST FOR 2575.93 FEET TO THE NORTHEAST CORNER OF SAID SECTION 17; THENCE ALONG THE EAST LINE OF SAID SECTION 17, SOUTH 05°01'45" EAST 2689.09 FEET THE EAST 1/4 CORNER OF SAID SECTION 17; THENCE CONTINUE ALONG THE SAID EAST LINE SOUTH 05°01'37" EAST 2688.71 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 17 AND THE NORTHEAST CORNER OF SAID SECTION 20; THENCE ALONG THE EAST LINE OF SAID SECTION 20 SOUTH 03°50'45" EAST FOR 2684.71 FEET TO THE EAST 1/4 CORNER OF SAID SECTION 20; THENCE CONTINUE ALONG SAID EAST LINE SOUTH 03°50'58" EAST FOR 2684.65 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 20; THENCE ALONG THE SOUTH LINE OF SAID SECTION 20, SOUTH 88°34'10" WEST 2665.01 FEET TO THE SOUTH 1/4 CORNER OF SAID SECTION 20; THENCE CONTINUE ALONG SAID SOUTH LINE OF SECTION 20 SOUTH 88°34'05" WEST FOR 108.45 FEET; THENCE S.01°19'07" E. LEAVING SAID SECTION LINE, FOR A DISTANCE OF 1298.02 FEET; THENCE S.88°41'56" W. FOR A DISTANCE OF 24.99.80 FEET TO AN INTERSECTION WITH THE EAST RIGHT-OF-WAY LINE OB BONITA GRANDE DRIVE; THENCE ALONG SAID RIGHT-OF-WAY, N.01°08'41" W. FOR A DISTANCE OF 635.29 FEET; THENCE S.88°40'15" W. FOR A DISTANCE OF 35.00 FEET; THENCE N.01°08'41"W. FOR A DISTANCE OF 660.27 FEET TO AN INTERSECTION OF THE SAID SOUTH LINE OF SECTION 20; THENCE S.88°34'05" W. FOR A DISTANCE OF 25.00' TO THE POINT OF BEGINNING.

SURVEYOR'S NOTES:

THE DESCRIPTION SHOWN HERON IS NEW.

ORIENTATION IS BASED ON THE EAST LINE OF THE SOUTHEAST-QUARTER SECTION 20 AS BEARING S.03°50'58"E, BASED ON FLORIDA GRID, WEST ZONE, NAD 83/90.

UNLESS IT BEARS THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER, THIS MAP IS NOT VALID.

THIS IS NOT A SURVEY!

ABBREVIATIONS:

D.E.P. = DEPARTMENT OF ENVIRONMENTAL PROTECTION
F.P.&L. = FLORIDA POWER AND LIGHT
O.R. = OFFICIAL RECORDS
PG. = PAGE
P.O.B. = POINT OF BEGINNING

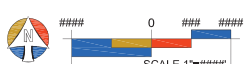
Digitally signed by
Mark A. Hatfield,
PSM 4155
Date: 2019.12.10
07:40:33 -05'00'

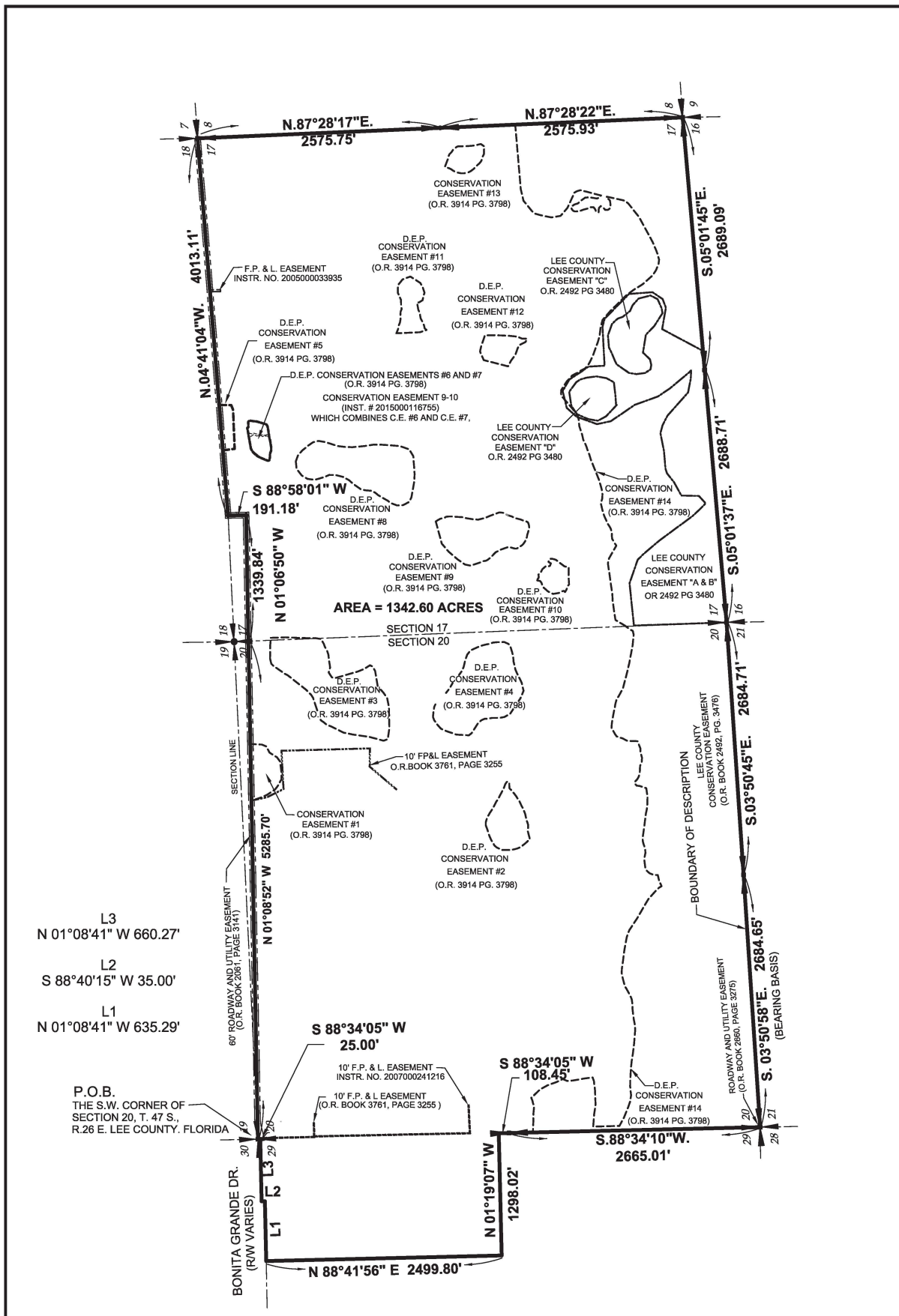
PREPARED BY:

MARK A. HATFIELD, P.S.M. DATE
FLORIDA CERTIFICATE NO. 4155

REVISION: UPDATE BOUNDARY AND LEGAL DESCRIPTION 12-09-2019

© COPYRIGHT MORRIS-DEFEW ASSOCIATES, INC. 2019 ALL RIGHTS RESERVED. I:\16027 Bonita Grande - Oakbrook\dwg\Sketch and Description\16027 - Bnd Sketch and Description REV2.dwg <SAD Sh1> - Dec 10 2019 07:31:47 am PLOTTED BY: bharley

PROJECT: SKETCH AND DESCRIPTION	CONSULTANT:  ENGINEERS • PLANNERS • SURVEYORS LANDSCAPE ARCHITECTS FL CA NO. 6532 / FL CERT NO. LB8891 / LC28000330 Fort Myers 2814 Cleveland Avenue Fort Myers, Florida 33901 (239) 337-5955 Fax: (239) 337-5964 Toll free: 866-337-7541 Tallahassee 113 South Monroe Street 1st Floor Tallahassee, Florida 32301 Toll free: 866-337-7541 Destin 495 Grand Boulevard Suite 306 Miramar Beach, FL 32550 Toll free: 866-337-7541	CLIENT: BONITA GRANDE MINE LLC.	PROJECT MANAGER: MAH DRAWING BY: BMH JURISDICTION: CITY OF BONITA SPRINGS DATE: 12/04/2019 SHEET TITLE: SKETCH AND DESCRIPTION SHEET NUMBER: 1 OF 2 JOB/FILE NUMBER: 16027
LOCATION: A PARCEL OF LAND IN SEC.17 & 20, T. 47 S., R. 26 E., LEE COUNTY, FLORIDA	 SCALE 1"=####'		



© COPYRIGHT MORRIS • DEPEW ASSOCIATES, INC. 2019 ALL RIGHTS RESERVED I:\16027 Bonita Grande - Oakbrook\dwg\Sketch and Description\16027 - Bnd Sketch and Description REV2.dwg <S&D Sh 2> - Dec 10 2019 07:31:28 am PLOTTED BY: bharley

PROJECT:	CONSULTANT:	CLIENT:	PROJECT MANAGER:
SKETCH AND DESCRIPTION	MORRIS DEPEW ENGINEERS • PLANNERS • SURVEYORS LANDSCAPE ARCHITECTS FL CA NO. 6532 / FL CERT NO. 138591 / ILC20000330 Fort Myers 2914 Cleveland Avenue Fort Myers, Florida 33901 (239) 337-3993 Fax: (239) 337-3994 Toll free: 866-337-7241	BONITA GRANDE MINE LLC	MAH
LOCATION:	Tallahassee 113 South Monroe Street 1st Floor Tallahassee, Florida 32301 Toll free: 866-337-7241	Destin 456 Grand Boulevard Suite 206 Miramar Beach, FL 32550 Toll free: 866-337-7241	DRAWING BY: BMH
A PARCEL OF LAND IN SEC. 17 & 20, T. 47 S., R. 26 E., LEE COUNTY, FLORIDA			JURISDICTION: CITY OF BONITA SPRINGS
			DATE: 12/10/2019
			SHEET TITLE:
			SKETCH AND DESCRIPTION
			SHEET NUMBER:
			2 OF 2
			JOB/FILE NUMBER:
			16027

This Instrument Prepared by:
COUNTY LANDS DEPARTMENT
P.O. Box 398
Fort Myers, FL 33902-0398

Project: City of Bonita Springs – Bonita Grande Dr
Parcel No.: 702 – Slope Easement
STRAP No.: Part of 31-47-26-B2-00609.0010

THIS SPACE FOR RECORDING

GRANT OF PERPETUAL SLOPE EASEMENT

This Grant of Perpetual Slope Easement (“Easement”), made and entered into this ____ day of _____, 20__, between **Lee County, a political subdivision of the State of Florida**, whose address is P. O. Box 398, Fort Myers, Florida 33902-0398 (hereinafter the “County”), and **City of Bonita Springs, a municipal corporation of the State of Florida**, whose address is 9101 Bonita Beach Road, Bonita Springs, FL 34135 (hereinafter the “Grantee”):

WITNESSETH:

1. For and in consideration of the sum of Ten and xx/100 Dollars (\$10.00) and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, County hereby grants and transfers to Grantee, its successors and assigns, a perpetual slope easement situated in Lee County, Florida, and located and described as set forth in attached **Exhibit “A”** (the “Easement Area”).
2. The Grantee, its successors, appointees, and assigns, are granted the right, privilege, and authority, to construct, replace, repair, remove, extend, modify, and maintain the surface grade of a slope in, upon, over, and across the Easement Area to support, reinforce and stabilize the adjacent public sidewalk/roadway improvements. Grantee shall restore the surface to a safe and aesthetic condition, including replacing fencing and sodding or seeding, at Grantee’s expense.
3. The earthen slope improvements that may be placed within the Easement Area to support and stabilize the adjacent sidewalk/roadway improvements are limited to soil and grass covering that allows for the continued use of access by the County and any existing utility easement interest holders.
4. Title to the slope improvements constructed hereunder shall remain in the Grantee, Grantee’s successors, appointees and assigns.

5. County retains the continued use of the Easement Area for ingress/egress and as a fire-line. County is prohibited from excavating the earthen slope, which may cause the adjacent public sidewalk/roadway improvements to destabilize.
6. County is lawfully seized and possessed of said lands encompassing the Easement Area.
7. The Grantee, at Grantee's expense, agrees to replace/restore any fencing or improvements removed or damaged during the Grantee's installation, grading or maintenance of the slope improvements contemplated by this Easement.
8. In the event the Grantee does not commence construction of the Bonita Grande Drive improvement project within five (5) years of recording this Easement conveyance or the slope easement rights cease to be used for public purpose in excess of six months, at the County's request, the Grantee agrees to record a termination of easement within sixty (60) days.
9. This Easement shall be binding upon the parties hereto, their successors and assigns.

IN WITNESS WHEREOF, the County and Grantee, have caused this Easement to be signed intending to be bound as of the date first above written above.

Approved and executed for and on behalf of Lee County, Florida, this ____ day of _____, 20____.

ATTEST:
KEVIN C. KARNES
CLERK OF CIRCUIT COURT

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: _____
Deputy Clerk

BY: _____
MIKE GREENWELL, CHAIR

APPROVED AS TO FORM FOR THE
RELIANCE OF LEE COUNTY ONLY

BY: _____
County Attorney's Office

Signed, sealed and delivered in
presence of two separate witnesses:

[1st Witness' Signature]

[Type or print name]

[2nd Witness' Signature]

[Type or print name]

Grantor:
City of Bonita Springs, a municipal
corporation of the State of Florida

By: _____
Rick Steinmeyer, Mayor

Approved as to Form:

By: _____
City Attorney's Office

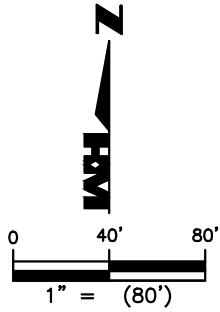
STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____ 20__, by Rick Steinmeyer, Mayor of City of Bonita Springs, on behalf of the City. He is personally known to me or has produced _____
_____ as identification.
(type of identification)

Notary Public
[Affix stamp/seal]

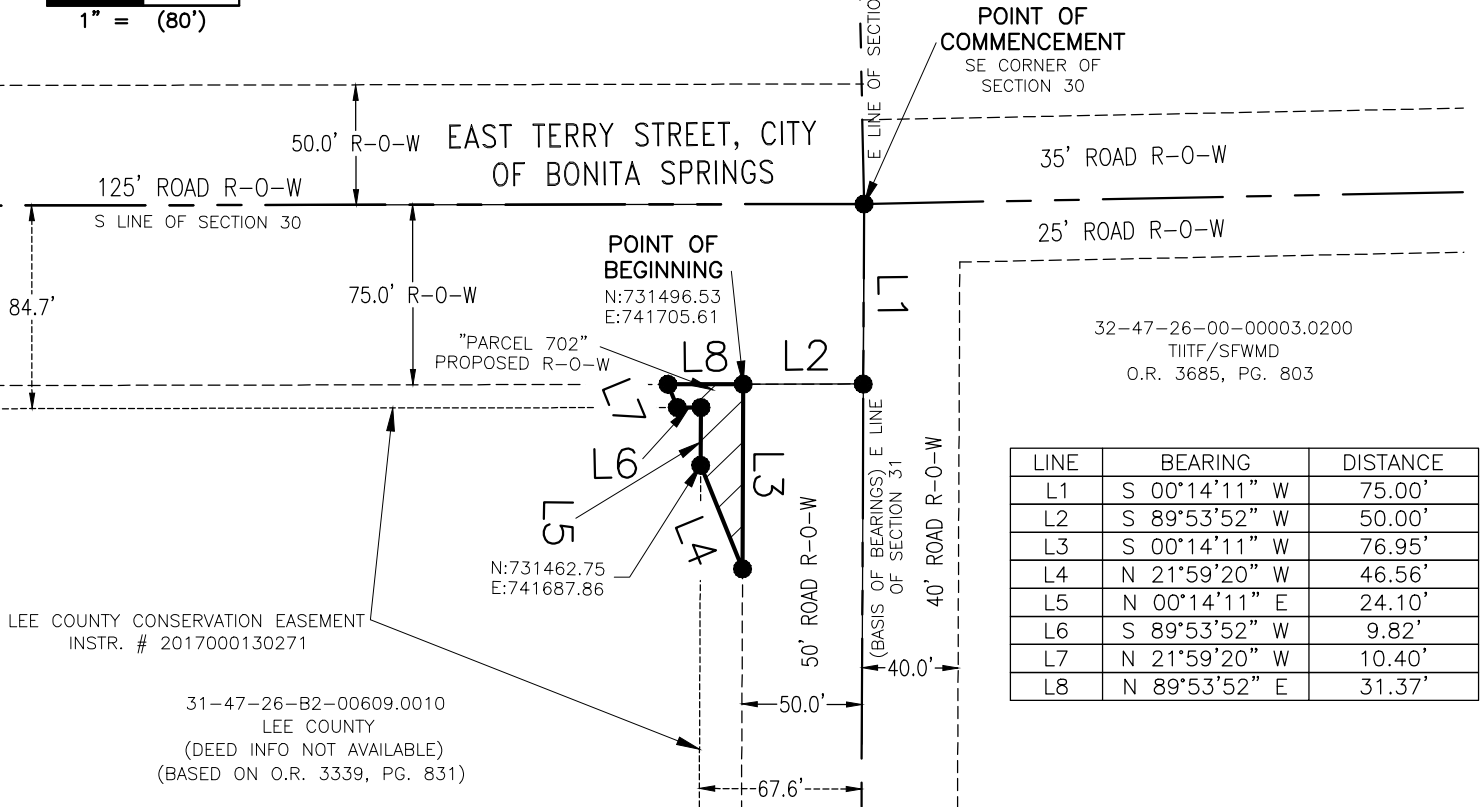
Page 4
Perpetual Slope Easement
Project: BM Mine/Bonita Grande Drive
Parcel No.: 702
STRAP No.: Part of 03-47-24-W4-00014.10CE

Exhibit "A"
Easement Area

COORDINATES SHOW HEREON REFER TO
FLORIDA STATE PLANE WEST

PARCEL 101
30-47-26-B3-00001.0000
TRINITY ENTERPRISE HOLDINGS INC
INSTR. NO. 2018000186446

PARCEL 201
29-47-26-B4-00164.0000
LEE COUNTY
INSTR. NO. 2009000284039

**LEGAL DESCRIPTION**

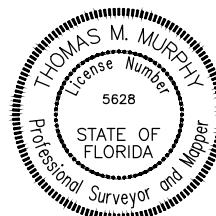
A PARCEL OF LAND LOCATED IN SECTION 31, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 30, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, THENCE RUN ALONG EAST LINE OF SECTION 31, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, S00°14'11"W FOR A DISTANCE OF 75.00 FEET; THENCE RUN S89°53'52"W FOR A DISTANCE OF 50.00 FEET; TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED; THENCE RUN S00°14'11"W FOR A DISTANCE OF 76.95 FEET; THENCE RUN N21°59'20"W FOR A DISTANCE OF 46.56 FEET; THENCE RUN N00°14'11"E FOR A DISTANCE OF 24.10 FEET; THENCE RUN S89°53'52"W FOR A DISTANCE OF 9.82 FEET; THENCE RUN N21°59'20"W FOR A DISTANCE OF 10.40 FEET; THENCE RUN N89°53'52"E FOR A DISTANCE OF 31.37 FEET, TO THE POINT OF BEGINNING.

CONTAINING 1088.47 SQUARE FEET OR 0.02 ACRE, MORE OR LESS.

BEARINGS REFER TO EAST LINE OF SECTION 31, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, AS BEING S00°14'11"W.

HOLE MONTES, INC.
CERTIFICATE OF AUTHORIZATION NUMBER LB 1772



BY THOMAS M. MURPHY LS5628
STATE OF FLORIDA

NOT A SURVEY

DRAWN BY:
JNH
SHEET #
1
DATE:
12/27/2023
OF SHEET
1
SEC-TWN-RGE:
31-47-26



6200 Whiskey Creek Dr.
Ft. Myers, FL. 33919
Phone: (239) 985-1200
Florida Certificate of
Authorization No.1772

SKETCH AND LEGAL PARCEL 702
BONITA GRANDE DRIVE EXTENSION

DRAWING NO.
H-2270-9
PROJECT NO.
2016.068
FILE NAME
2016068 S&L R9 (702).dwg

REQUESTED MOTION: Accept a drainage and access easement from BG Mine, LLC and authorize the Mayor to execute documents in furtherance of acceptance.

REQUESTOR: Derek Rooney, City Attorney

AGENDA: City Attorney

STRATEGIC PRIORITY:

BACKGROUND:

Pursuant to the Settlement Agreement entered into between the City and BG Mine, LLC the City is to take title to a parcel at the terminus of Bonita Grande Drive for utilization as a regional public park. The park will have access to the Bonita Grande project's lakes and potentially to the Kiker Preserve. As part of the Settlement Agreement, BG Mine is pursuing the necessary entitlements to construct improvements to the existing Bonita Grande Drive north of East Terry Street that will serve the City's planned public City park.

To that end, BG Mine, LLC is granting the City a drainage and access easement across their property for the of the proposed Bonita Grande Drive expanded and extended right-of-way in accordance with the design plans.

STAFF RECOMMENDATION: Approve draft deeds.

ATTACHMENTS: Draft drainage and access easement.

REVIEWERS:

City Manager:	Arleen Hunter
City Attorney:	Derek Rooney
City Clerk:	Michael Sheffield

NON-EXCLUSIVE DRAINAGE AND ACCESS EASEMENT AGREEMENT

THIS NON-EXCLUSIVE DRAINAGE AND ACCESS EASEMENT AGREEMENT (“**Agreement**”) is entered into this ____ day of ____ 2024, by and between **BG MINE, LLC**, a Florida limited partnership, whose mailing address is 6200 Whiskey Creek Drive, Fort Myers, Florida 33919 (“**Owner**”) and **CITY OF BONITA SPRINGS**, a municipal corporation under the laws of Florida, having its principal office at 9101 Bonita Beach Road, Bonita Springs, Florida 34135 (“**City**”) (collectively the “**Parties**”).

WHEREAS, the City is pursuing the necessary entitlements to construct improvements to the existing Bonita Grande Drive north of East Terry Street (the “**Improvements**”), that will serve the City’s planned public recreation area, known as the “Lake Park”, located on the north end of the Owner property, as well as the Residential Planned Development (“**RPD**”) proposed on said Owner property described on **Exhibit “A”** attached hereto and incorporated herein by this reference (the “**RPD Property**”).

WHEREAS, the Parties entered into a Settlement Implementation Agreement (“**SIA**”), as recorded in the Lee County Official Records on September 15, 2023, as Instrument No. 2023000305130, which directly or indirectly relates to the Improvements. Under the terms of Section 3.b of the SIA, and in full satisfaction thereof, Owner hereby grants to the City (i) this non-exclusive drainage and access easement over a portion of the RPD Property as more particularly described herein, at no cost to the City, and (ii) the right and authority, but not the obligation or cost, to maintain that portion of the constructed surface water management system within the common dedicated drainage areas of the RPD Property serving, designed and permitted for the Improvements (“**Surface Water Management System**”), all as more particularly set forth herein.

NOW THEREFORE, for and in consideration of the terms set forth below, the parties to this Agreement agree to the following:

1. The recitals are true and correct and included as though fully set forth below.
2. Owner grants to the City, a non-exclusive drainage and access easement over the Surface Water Management System, including but not limited to lakes, dedicated drainage easements, and lake maintenance easements, as applicable (the “**Easement**”), for the sole and exclusive purpose of drainage and stormwater management and access to maintain, repair and replace the Surface Water Management System, all subject to the Drainage Parameters set forth in this Agreement. Such Easement will be specifically limited in geographic area to those locations described and depicted on **Exhibit “B”** attached hereto and incorporated herein by this reference (“**Easement Area**”). For the avoidance of doubt and without expanding the limitations set forth in the foregoing, this Easement and Agreement and the Easement Area shall not encumber or otherwise affect any of the residential lots or amenity tracts to be platted on the RPD Property in

the future or any vertical improvements constructed from time to time on the RPD Property, except as shown on Exhibit B.

3. This Easement is intended to accommodate stormwater storage, quality treatment, and flows that are applicable to a portion of the Improvements within the RPD Property and otherwise in accordance with the South Florida Water Management District (“**SFWMD**”) requirements, including without limitation, SFWMD Application # 231207-41545 (“**Permit**”) (collectively, the “**Drainage Parameters**”). The Permit and the Drainage Parameters may not be modified to increase or modify the stormwater quality volumes and stormwater discharge flows in the Surface Water Management System without the prior written consent of Owner, which the Owner may withhold in Owner’s sole discretion. The City agrees and acknowledges that drainage related to any future expansion or addition of lanes or other impervious surface to the Improvements shall not be included in or accommodated by the Easement or the Surface Water Management System.

4. Owner hereby grants to the City the right and authority, but not the obligation, to maintain that portion of the Surface Water Management System within the RPD Property so that it may continuously accommodate the stormwater storage, quality treatment, and flows required for the Improvements, subject to the Drainage Parameters as set forth herein. However, the primary maintenance responsibility rests with Owner, or Owner’s designated responsible party like a homeowner’s association (“**HOA**”) or community development district (“**CDD**”) formed for all or part of the RPD Property. It is contemplated that the Surface Water Management System will be conveyed to such HOA or CDD in conjunction with any assignment of such maintenance responsibility.

5. The City is responsible for contamination and pollution of the Surface Water Management System located within the RPD Property to the extent: (1)(a) such contamination is proven to specifically emanate from activity under the City’s control within City owned and maintained right-of-way and flow into the Easement Area; or (b) such contamination is a result of a breach of the Permits or Drainage Parameters by the City; and (2) allowed by law without waiver of sovereign immunity afforded under Florida Statutes Section 768.28.

6. The Easement is non-exclusive, and Owner reserves the right to use the Easement Area for any and all purposes that are not inconsistent with the Easement granted hereunder. Such reserved rights include, but are not limited to, the right of Owner to use the Surface Water Management System for drainage purposes in connection with the RPD Property.

7. Owner warrants that, subject to existing easements, if any, for public highways, roads, railroads, laterals, ditches, pipelines and electrical transmission and/or distribution lines and telephone and cable television lines covering the Easement area, Owner is lawfully possessed of the Easement area and has good and lawful right and power to convey, and that the Easement area is free and clear of all liens and encumbrances except as recorded in the Public Records.

8. The City agrees and acknowledges and accepts this Agreement and the Easement granted herein as full and complete satisfaction of the obligations established by the SIA in respect to Section 3.b thereof and all requirements and agreements relating thereto.

9. This Easement is binding on and inures to the benefit of the Parties and their successors and assigns. The rights hereunder may not be assigned by the City without the prior written consent of Owner.

10. Any amendment to this Agreement must be executed with the same formality.

11. The venue for any action with respect to rights created or granted under this Agreement is in Lee County, Florida.

DRAFT

IN WITNESS WHEREOF, the Parties hereto have set their hands and seals the day and year first above written.

WITNESSES:

Owner

BG MINE, LLC,
a Florida limited liability company

By: Oakbrook Properties, Inc., a Delaware
corporation, as Manager

By: _____
Ned Dewhirst, Senior Vice President

Signature of First Witness

Print Name of First Witness

Address of First Witness

Signature of Second Witness

Print Name of Second Witness

Address of Second Witness

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence
or ☐ online notarization this _____ day of _____, 2024, by Ned Dewhirst, as Senior Vice
President of Oakbrook Properties, Inc., a Delaware corporation, who is personally known to me or
who produced _____ as identification.

Notary Public Signature

Type/Print Notary Public Name

Commission No. _____

My Commission Expires: _____

ATTEST:
Clerk, City of Bonita Springs, Florida

By: _____
Mike Sheffield, City Clerk

CITY OF BONITA SPRINGS, FLORIDA

By: _____
Rick Steinmeyer, Mayor

Approved as to form:

Office of City Attorney

Exhibit “A”

RPD Property

DRAFT

Exhibit “B”

Easement Area

[EXHIBIT MAY BE A COPY OF THE PRELIMINARY PLAT OR SKETCH/LEGALS]

DRAFT

REQUESTED MOTION: Discussion regarding a City representative to the CDBG-DR Grant Funding Project Application Evaluation Committee

REQUESTOR: Arleen Hunter, City Manager and Elly Soto McKuen, Senior Project Manager

AGENDA: City Manager's Items

STRATEGIC PRIORITY:

BACKGROUND: Lee County Office of Strategic Resources and Government Affairs oversees the implementation of the Hurricane Ian Community Development Block Grant – Disaster Recovery funding allocation countywide and to all jurisdictions. Lee County is currently requesting grant applications for planning studies and will soon be advertising infrastructure projects. In order to evaluate and recommend projects to Lee County Board of County Commissioners have proposed the development of an Evaluation Committee.

The City received a request from Lee County Administration to nominate the City's representative to the CDBG-DR Grant Funding Project Application Evaluation Committee. The committee will be comprised of no more than eleven (11) appointed members and one (1) ex-officio non-voting chairperson (appointed by the County Manager). The committee membership will include: one (1) representative nominated by each County Commissioner and one (1) representative from each municipality. The County has requested that the City's nominee be provided to Lee County by Friday, March 1, 2024, for membership confirmation at the March 5, 2024, Lee County Commissioners meeting.

On February 7, 2024, City Council discussed the proposed evaluation committee and directed staff to draft a letter to the Lee County Commissioners requesting that the criteria for the representative be revised to either elected officials or staff from each of the represented jurisdictions.

The next meeting of the Lee County Board of Commissioners is scheduled for Tuesday, February 20, 2024. Staff will provide an update from their meeting at the February 21, 2024, Council meeting.

STAFF RECOMMENDATION: Discussion regarding a City representative to the CDBG-DR Grant Funding Project Application Evaluation Committee

ATTACHMENTS:

1. County Resolution #24-01-07
2. City Correspondence dated February 8, 2024
3. County Committee Application Form

REVIEWERS:

City Manager: Arleen Hunter
City Attorney: Derek Rooney
City Clerk: Mike Sheffield
Department Director:

Council Action: Approved ___ Denied ___ Deferred ___ Other _____

RESOLUTION NO. 24-01-07

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF LEE COUNTY, FLORIDA, ESTABLISHING THE CDBG-DR INFRASTRUCTURE AND PLANNING NOTICE OF FUNDING AVAILABILITY EVALUATION COMMITTEE AS AN ADVISORY COMMITTEE TO REVIEW PROPOSALS AND MAKE FUNDING RECOMMENDATIONS FOR COMMUNITY DEVELOPMENT BLOCK GRANT DISASTER RECOVERY INFRASTRUCTURE AND PLANNING PROJECTS.

WHEREAS, the Board of County Commissioners is the governing body in and for Lee County, a political subdivision of the State of Florida; and,

WHEREAS, the United States Department of Housing and Urban Development directly allocated Community Development Block Grant – Disaster Recovery Funds (CDBG-DR) to Lee County for Hurricane Ian recovery; and,

WHEREAS, the Board has determined it would be in the public's best interest to establish an advisory committee to review proposals from applicants seeking funding for infrastructure and planning projects through CDBG-DR funds; and,

WHEREAS, the creation and function of Advisory Committees follows the procedures outlined in Administration Code AC-2-3.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners, Lee County, Florida, that:

1. There is hereby designated and established an Evaluation Committee for CDBG-DR Infrastructure and Planning Program Notices of Funding Availability, which shall have no more than eleven (11) appointed members and one (1) ex officio non-voting chairperson.
2. The Committee membership will include the following:

- a. One appointed representative nominated by each County Commissioner.
 - b. One appointed representative nominated by each of the following municipalities:
 - i. City of Bonita Springs
 - ii. City of Cape Coral
 - iii. City of Fort Myers
 - iv. City of Sanibel
 - v. Town of Fort Myers Beach
 - vi. Village of Estero
 - c. One ex officio non-voting chairperson appointed by the Lee County Manager.
3. Voting members shall not be elected officials or employees of Lee County or any of its municipalities.
4. Members appointed may include the following:
- a. Subject Matter Experts in the Fields of Infrastructure, Engineering or Other Public Works Related Field
 - b. Members of Local Professional Organizations for Public Works Related Fields
 - c. Community Members with a Special Interest in Infrastructure and Planning Projects
5. Appointed members must be free from real or perceived conflict of interest and may not participate in the NOFA process through submission of an application, or have intent to attain contracts, subcontracts, or other financial benefit.
6. All members will be appointed for a one-year term with the option to serve successive terms upon approval by the Board of County Commissioners. All terms shall begin in

January of each year or as soon thereafter as possible.

7. The Board of County Commissioners is authorized to remove any member of the Committee, with or without cause, upon written notice thereto. The Board of County Commissioners shall fill any vacancy on the panel after the vacancy occurs. The Committee may declare a position vacant if any member has two consecutive unexcused absences.
8. Six (6) appointed members shall constitute a quorum.
9. The function of the Evaluation Committee is to review and recommend proposals for CDBG-DR infrastructure and planning projects in an objective and fair manner. Committee members are required to abide by the following guiding principles:
 - a. Review and rank proposals based on greatest overall benefit to Lee County residents.
 - b. Base funding recommendations on CDBG-DR resources allocated within the Public Action Plan.
10. The ex officio non-voting chairperson shall facilitate each meeting.
11. The Committee shall serve at the pleasure of the Board of County Commissioners and shall serve without compensation. The committee shall be solely an advisory committee and shall have no governmental powers. Members of the committee shall follow such rules of procedure during meetings to accomplish its duties as provided in the Lee County Administrative Code or as further requested by the Board of County Commissioners, County Manager, or Assistant County Manager. A majority vote of the committee shall be required for the approval of any proposed funding recommendations to the Board of County Commissioners.
12. The CDBG-DR Infrastructure and Planning Notice of Funding Availability Evaluation

Committee and the provisions of this resolution shall sunset upon the close out of the Hurricane Ian CDBG-DR grant or September 30, 2029, whichever occurs first.

13. The provisions of this Resolution are severable, and it is the intention to confer to the whole or any part of this Resolution, the powers herein provided for. If any provision of this Resolution is held unconstitutional by a court of competent jurisdiction, the decision of such court shall not affect or impair the remaining provisions of this Resolution. It is hereby declared to be the Board's legislative intent that this Resolution would have been adopted had such an unconstitutional provision not been included herein.
14. To the extent that there are typographical and/or administrative errors that do not change the tone, tenor, or concept of this Resolution, this Resolution may be revised without subsequent approval by the Board of County Commissioners.
15. This Resolution shall become effective immediately upon its adoption by the Board of County Commissioners.

[The remainder of this page intentionally left blank.]

Commissioner Pendergrass made a motion to adopt the foregoing resolution,
seconded by Commissioner Ruane. The vote was as follows:

Kevin Ruane	<u>Aye</u>
Cecil L Pendergrass	<u>Aye</u>
Ray Sandelli	<u>Aye</u>
Brian Hamman	<u>Aye</u>
Mike Greenwell	<u>Aye</u>

DULY PASSED AND ADOPTED this 16th day of January, 2024.

ATTEST:
KEVIN C. KARNES
CLERK OF CIRCUIT COURT

BY:

CHRIS JAGODZINSKI
DEPUTY CLERK



BOARD OF COUNTY COMMISSIONERS
LEE COUNTY

Chairman

APPROVED AS TO FORM FOR THE
RELIANCE OF LEE COUNTY ONLY

BY:

Office of County Attorney

ATTACHMENT 1

NEW COMMITTEE CHECKLIST:

ESTABLISHED BY: (CHECK ONE AND ATTACH ESTABLISHING DOCUMENT (SEE BELOW))

ORDINANCE	☐
RESOLUTION	☒
BOARD ACTION	☐
ADMINISTRATIVE CODE	☐
INTERLOCAL AGREEMENT	☐
FLORIDA STATUTE	☐
OTHER	☐

ESTABLISHING DOCUMENT SHALL CONTAIN THE FOLLOWING:

CATEGORY: (CHECK ONE)

STANDING	☐
SPECIAL	☒
(WITH ESTABLISHED SUNSET DATE)	

COMMITTEE NAME

CDBG-DR Infrastructure and Planning NOFA Evaluation Committee

NUMBER OF MEMBERS

12

HOW APPOINTED:

AT LARGE (CAN BE APPOINTED BY ANY COMMISSIONER)	☐
--	--------------------------

AT LARGE/AT LARGE BY CATEGORY (CAN BE APPOINTED BY ANY COMMISSIONER CAN BE APPOINTED BY ANY COMMISSIONER AND MUST QUALIFY FOR THE LISTED CATEGORY*)	☐
--	--------------------------

CATEGORY (MUST QUALIFY FOR THE LISTED CATEGORY*)	☐
---	--------------------------

DISTRICT SENSITIVE (CAN ONLY BE APPOINTED BY SPECIFIED DISTRICT COMMISSIONER)	☒
---	-------------------------------------

DISTRICT SENSITIVE/AT LARGE BY CATEGORY/ AT LARGE (CAN ONLY BE APPOINTED BY SPECIFIED DISTRICT COMMISSIONER* CAN BE APPOINTED BY ANY COMMISSIONER AND MUST QUALIFY FOR THE LISTED CATEGORY* CAN BE APPOINTED BY ANY COMMISSIONER)	☐
---	--------------------------

**DISTRICT SENSITIVE/BY CATEGORY
(CAN ONLY BE APPOINTED BY SPECIFIED
DISTRICT COMMISSIONER AND MUST QUALIFY
FOR THE LISTED CATEGORY*)**

☐

**DISTRICT SENSITIVE/DISTRICT ROTATING
(CAN ONLY BE APPOINTED BY SPECIFIED
DISTRICT COMMISSIONER*
ROTATES BETWEEN COMMISSION DISTRICTS
LIST SCHEDULE OF APPOINTMENTS)**

☐

**AT LARGE/CITY ROTATING
(CAN BY APPOINTED BY ANY COMMISSIONER BUT
MUST FOLLOW ROTATING CITY APPOINTMENT
SCHEDULE
LIST SCHEDULE OF APPOINTMENTS)**

☒

NOT BOARD APPOINTED

☐

OTHER

☐

***LIST CATEGORIES AND DISTRICT SPECIFIC APPOINTMENTS**

LENGTH OF TERM 1 YEARS

FORM 1 FINANCIAL DISCLOSURE REQUIRED:

YES
NO

☐
☒

ANNIVERSARY MONTH January
(IF DIFFERENT FROM THE MONTH ESTABLISHED)

COUNTY LIAISON NAME Sandra Ryan

LIAISON DEPARTMENT/DIVISION Office of Strategic Resources and Government Affairs

LIAISON PHONE NUMBER 239-533-2315

SUNSET DATE (IF APPLICABLE) September 20, 2029 or Closeout of CDBG-DR

PURPOSE:

This special advisory committee will review proposals from applicants seeking funding from CDBG-DR for infrastructure and planning projects. The committee will rank applications and make funding recommendations to the BoCC.



Sent via e-mail only.

February 8, 2024

The Honorable Mike Greenwell
Lee County Board of County Commissioners
2120 Main Street
Fort Myers, Florida 33901

RE: CDBG-DR Grant Funding Project Application Evaluation Committee

Dear Chairman Greenwell:

First and foremost, the City of Bonita Springs greatly appreciates the dedication and leadership that the Lee County Commissioners and County staff have consistently demonstrated since the devastating impacts of Hurricane Ian. We recognize the complexities involved in the recovery of our community, including the CDBG-DR grant funding process.

On February 7, 2024, the City Council discussed the Resolution approved by the Lee County Board of County Commissioners, which established an Evaluation Committee to review and recommend proposals for CDBG-DR infrastructure and planning projects. During the discussion, concerns were raised regarding Paragraph 3: "Voting members shall not be elected officials or employees of Lee County or any of its municipalities."

While we acknowledge that the Resolution encourages the appointment of subject matter experts in the fields of infrastructure, engineering, or Public Works-related fields, we must recognize that most local subject matter experts would likely not be free from any real or perceived conflict of interest, as they too are assisting the community in recovery from the storm personally, professionally, and financially. However, elected officials, as well as City staff, are ethically obligated to avoid and report such potential conflicts. Further, it is the City Council's position that an elected official or a member of City staff would be more knowledgeable about planning and infrastructure needs throughout our community and would better advocate for the benefit of our community.

Therefore, the City Council respectfully requests the the Board of County Commissioners reconsider the composition of the Evaluation Committee established by Resolution No. 24-01-07 in order to allow an elected official or a staff member to represent each jurisdiction.

Once again, we want to express our gratitude for your ongoing commitment to serving Lee County and its municipalities, and we look forward to working together towards solutions that reflect the needs of our community.

Sincerely,

Mayor Rick Steinmeyer

cc: Lee County Board of County Commissioners
City of Bonita Springs City Council
Dave Harner, Lee County Manager
Arleen Hunter, City Manager
Derek Rooney, City Attorney
Matt Feeney, Assistant City Manager
Mike Sheffield, City Clerk

9101 Bonita Beach Road
Bonita Springs, FL 34135
Tel: (239) 949-6262
Fax: (239) 949-6239
www.cityofbonitasprings.org

Rick Steinmeyer
Mayor

Jamie A. Bogacz
Council Member
District One

Jesse Purdon
Council Member
District Two

Laura Carr
Council Member
District Three

Chris Corrie
Council Member
District Four

Nigel P. Fullick
Council Member
District Five

Fred Forbes, AIA
Council Member
District Six

Arleen M. Hunter
City Manager
(239) 949-6267

Derek P. Rooney
City Attorney
(239) 949-6254

City Clerk
(239) 949-6248

Public Works
(239) 949-6246

Neighborhood Services
(239) 949-6257

Parks & Recreation
(239) 992-2556

Community Development
(239) 444-6150

Thank you for your interest in serving Lee County. Complete and submit this application, and any supporting documentation, to be considered for a Lee County advisory board or committee appointment.

Applications must be complete and signed to be valid. Applications will not be processed unless each section has been completed. Section IV. Conflict of Interest must be completed by all applicants, new and reappointed.

Return completed application to:

Regular Mail: Lee County Administration
Advisory Committees
P.O. Box 398
Fort Myers, FL 33902-0398

Fax: (239) 485-2262

E-mail: advisorycommittees@leegov.com

Note: All information contained in this application becomes Public Record once submitted to Lee County.

☐ **Go Paperless:** I agree to receive communications concerning my membership via e-mail.

I. Name of Advisory Committee You are Applying for:

Find current or upcoming vacancies on the Lee County website- www.leegov.com/bocc/advisorycommittees

Committee:				
Commission District:				
☐	1 – Ruane	☐	2 – Pendergrass	☐
☐	3 – Sandelli	☐	4 – Hamman	☐
☐	5 – Greenwell			

II. Personal Information

Title:	☒ Mr.	☐ Mrs.	☐ Ms.	☐ Other:
Name:				
Last		First		Middle Initial
Home Address:				
Street		City		Zip Code
Business Address:				
Street		City		Zip Code
Mailing Address:				
Street		City		Zip Code
Phone:				
Home		Cell		Business
E-mail Address:				
Employer Address:				
Street		City		Zip Code
Employer Phone:				

Lee County Advisory Committee Application

Do you have any family members currently serving on this Advisory Committee? If 'Yes', list below. ☐ Yes ☐ No

Do you, or anyone in your immediate family, have any business or contractual relationships with the County? If 'Yes', explain the relationship and, if applicable, identify the family relationship (mother, father, son, daughter, etc.) ☐ Yes ☐ No

Have you ever been convicted of any felony or misdemeanor offense? If 'Yes', explain below (You may omit minor traffic violations & any offense committed as a minor.) ☐ Yes ☐ No

Have you ever worked for the Lee County Board of County Commissioners? If 'Yes', list position, department, start & end date. ☐ Yes ☐ No

Do you have any relatives currently working for the Lee County Board of County Commissioners? If 'Yes', list name(s) & department(s). ☐ Yes ☐ No

III. Qualifications

For Domestic Animal Services Advisory Committee Only

Select the category you are interested in representing:

- ☐ Animal Breeder
 ☐ Animal Advocate/Rescue
 ☐ Cattlemen's Association
☐ Service Animal Industry
 ☐ Licensed/Practicing Veterinarian

List special qualifications to be eligible (for all committees):

If applicable, attach a resume of additional personal and professional qualifications and experience.

IV. Conflict of Interest

Florida law prohibits certain business relationships on the part of public officers and employees, including those serving on advisory boards and committees. In general, advisory committee members are prohibited from entering into business transactions with Lee County, including contracts or transactions between Lee County government and you, your employer, or any business in which you have a material interest. Consult the *Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees* for assistance in answering the questions below. This guide can be found on the Florida Commission on Ethics website - <https://ethics.state.fl.us/PublicInformation/Publications.aspx>.

All applicants, new or reappointment, must fill out this section and submit with the application.

Advisory Committee:		
Appointed by:		
Name:		Phone:
Mailing Address:		
Street	City	Zip Code
Email:		
Employer/ Business:		
Employer Address:		
Street	City	Zip Code

See page 5 of this application for information on Prohibited Employment and Business Relationships. If you have questions about a potential conflict, contact the Lee County Attorney's Office at (239) 533-2236.

Are you aware of a potential conflict of interest that may result from your service as a member of a Lee County advisory committee? ☐ Yes ☐ No

If yes, explain the nature of the conflict of interest. Identify contracts or business transactions you have with the County, the position you hold with your employer if your employer has a contract or business relationship with the County, identify the business entity you own or have a material interest in, and any other information necessary to explain the nature of the conflict of interest:

--

If you have a potential conflict but think that one of the statutory exemptions applies to your situation, indicate the specific exemption (see Section 112.313(12), Florida Statutes):

--

Waiver of Conflicts of Interest: A member of an advisory board or committee may have a conflict of interest waived by the Board of County Commissioners. Submit Florida Commission on Ethics Form 4A (Disclosure of Business Transaction, Relationship or Interest) along with this application to County Administration for consideration. Waiver requests will be forwarded to the County Attorney's Office for review. Form 4A can be found on the Lee County website - <https://www.leegov.com/bocc/advisorycommittees>.

Advisory Committee members have a continuing duty to disclose potential conflicts of interest.

V. Statutorily Created Required Committee Reporting Data

Lee County complies with Federal, State and Local laws, regulations and guidelines that prohibit discrimination based on race, sex, color, national origin, handicap, age or marital status.

Lee County is required by the State of Florida to collect and maintain the information requested below for statistical reporting purposes only. This information will be maintained separately from your application and will not be considered in the application evaluation process.

The information provided is required by State Statute, however, you have the right not to disclose any or all of this information. This form **must** be returned with your application.

Gender:	☐	Male	☐	Female	☐	Choose Not to Disclose
Handicapped / Disabled:	☐	Yes	☐	No	☐	Choose Note to Disclose

Racial / Ethnic Data (Check One)

☐	WHITE (Not of Hispanic Origin): All persons having origins in any of the original people of Europe, North Africa or the Middle East.
☐	BLACK (Not of Hispanic Origin): All persons having origins in any of the Black racial groups of Africa.
☐	ASIAN OR PACIFIC ISLANDER: All persons having origins in any of the original Peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands. This area includes, for example: China, Japan, Korea, the Philippine Islands and Samoa
☐	AMERICAN INDIAN OR ALASKAN NATIVE: All persons having origins in any of the original Peoples of North America and who maintain cultural identification through tribal affiliation or community recognition.
☐	HISPANIC: All persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin regardless of race.
☐	CHOOSE NOT TO DISCLOSE

Lee County, an Equal Opportunity Employer, considers the selection and appointment of persons to advisory committees in a non-discriminatory manner consistent with the requirements of Federal, State and Local non-discrimination laws.

Some board and committee members appointed by the Lee County Board of County Commissioners are required to comply with Chapter 112, Florida Statutes, Financial Disclosure Law, and you may be required to file a Form 1 Statement of Financial Interests

By signing, I confirm that the information provided in this application is true and complete.

Signature

Date

PROHIBITED EMPLOYMENT AND BUSINESS RELATIONSHIPS¹

1. Doing Business With One's Agency
 - a. You may not purchase, rent, or lease any realty, goods, or services for the County from a business entity in which you, your spouse or child own more than a 5% interest. (Sec. 112.313(3), Fla. Stat.)
 - b. You may not rent, lease or sell any realty, goods, or services to the County. [Sec. 112.313(3), Fla. Stat.]
2. Conflicting Employment or Contractual Relationship
 - a. You may not be employed by or contract with businesses or agencies regulated by or doing business with the County. (Sec. 112.313(7), Fla. Stat.)
 - b. You may not hold any employment or have a contractual relationship that will pose a frequently recurring conflict between your private interests and public duties, or which will impede the full and faithful discharge of your public duties. (Sec. 112.313(7), Fla. Stat.)
 - c. Limited exceptions to this prohibition have been created (see Sec. 112.313(7)(a) and (b), Fla. Stat.).
3. Exemptions - Pursuant to Sec. 112.313(12), Fla. Stat., the prohibitions against doing business with the County and having conflicting employment may not apply:
 - a. When the business is rotated among all qualified suppliers in the County.
 - b. When the business is awarded by sealed, competitive bidding and neither you, your spouse, nor child have attempted to persuade County personnel to enter the contract.
 - i. NOTE: Ethics Commission Form 3A must be filed with the Supervisor of Elections prior to or at the time of bid submission.
 - c. When the purchase or sale is for legal advertising, utilities service, or for passage on a common carrier.
 - d. When an emergency purchase must be made to protect the public health, safety, or welfare.
 - e. When the business entity is the only source of supply within the County and there is full disclosure of your interest to the governing body on Commission Form 4A.
 - f. When the aggregate of business transactions does not exceed \$500 in a calendar year.
 - g. When the business transacted is the deposit of County funds in a bank of which you are an officer, director, or stockholder, so long as County records show that the Board of County Commissioners has determined that you did not favor your bank over other qualified banks.

¹ Adapted from, Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees, State of Florida Commission on Ethics (2012).